

Rental Purchase Agreement entered into this day ____ / ____ between Scotts RTO (Lessor) and

Name (Lessee): _____ Address: _____

Home Phone: _____ City: _____

Cell Phone: _____ State: _____ Zip Code: _____

Email: _____ County: _____ Tax Rate: _____

If delivery address is different from above, please print it below.

Address: _____ City: _____ State: _____ Zip Code: _____

In this Agreement, “we,” “us,” and “our” refer to Scotts RTO. as Lessor. “You” and “your” refer to the person(s) signing this Agreement as the Lessee/Rental Customer. “Agreement” refers to this Rental-Purchase Agreement. “Property” refers to the rental property described below.

1. Description of Property:Size: ____ X ____ Main Color: _____ Trim Color: _____

Style: scroll down & select a building STYLERoof Color/type: _____

Ser# _____ Cash Price (not including sales tax): _____ Condition: New ____ Used ____

Damage to Property: _____

Rental Ownership Term: _____

2. Rental Payment: Your rental payment is due monthly and includes the following charges:

Rental Payment.....

Sales Tax.....

Security Deposit (See item 5)

Total Payment.....

3. Rental Term and Payment Schedule: This Agreement is for one month. It begins when the Property is delivered. After that, you have three options: (1) you can continue using the Property by making rental renewal payment in advance; (2) you can purchase the property (see Item 4); or (3) you can return the Property to us with no further obligation, except for any past due payments. the monthly rental payment is _____ plus a sales tax of _____ for a total monthly payment of _____.

4. Rental Purchase Ownership: if you make _____ monthly rental payments in a row, you will have paid a Total Cost of _____ not including Sales Tax or Late fees and will own the Property. Or, you can exercise a early purchase option at any time by paying the cash price minus _____% of all monthly payments made at the time, plus sales tax for ownership. You will not obtain ownership unless you pay the total cost or exercise your early purchase option. The Total Cost does not include other fees and charges like sales tax, or late fees. Cost of lease services: _____. This is the difference between the Total Cost and the Cash Price of the Property.

5. Security Deposit: When you sign this Agreement, you must pay us a Security Deposit of \$ _____ which we will hold as security for the performance of your obligations under this Agreement. When this Agreement expires, we will return the Security Deposit to you within 30 days, less any amounts that you still owe us. Security Deposit may be used to pay for charges or costs you owe us due to your breach of the Agreement. If we use any of these funds during this Agreement, you agree to restore security deposit to its full amount immediately.

6. Returned Check Fee: Lessee agrees to pay a \$35.00 fee on any and all returned checks (for non-sufficient funds or otherwise).

7. Late Fees: A late charge of \$20.00 will be deducted for each payment that is over 10 days past due.

8. Termination: You can terminate this Agreement at any time without penalty by returning the Property to us or making arrangements with us for its return. If you fail to make a timely rental renewal payment, this Agreement terminates automatically and you agree to return the Property to us.

9. Reinstatement: If this Agreement is terminated for any reason, you can reinstate it without losing any rights or options previously acquired by making all payments due to us or by returning the Property to us within 7 days after the renewal date. If you return the Property during this time, you will have 30 days from the date of return to reinstate by making all payments due. If you have paid 2/3’s or more of the Total Cost above, you will have 90 days from the date of return to reinstate. If you reinstate, we will return to you the same Property or Property of comparable quality and condition.

10. Use of the Property and Alterations: You cannot allow the Property to be altered in any manner without our prior written consent. This includes adding shelves, the addition of equipment or accessories or placing signs on the Property. You cannot affix the Property to real estate in such a manner that it cannot be removed without damage. You cannot allow the property to be used for any unlawful purpose, nor for housing any animal(s). The Property must not be used as a dwelling. The Property must be accessible to us at all times.

PO Box 100 Melber, KY 42069 | Phone: 270-558-4936 | Email: scottsrto@gmail.com | Web: www.scottsrto.com

11. Maintenance, Repairs, and Warranty: You are responsible for maintaining the Property in good working condition during the lease term. We will not be responsible for the costs or the results of any repairs or damage caused by improper use. You must notify us immediately if the Property breaks and send us written records of any repairs. We will assist you if any maintenance or service required on the Property is covered by a manufacturer's warranty. If any part of a manufacturer's warranty, or third-party warranty, covers the Property at the time you acquire ownership, the warranty will be transferred to you, if allowed by the terms of the warranty. To the extent permitted by law, we do not provide any Warranty of Merchantability or Fitness for a Particular Purpose, either Express or Implied, on the Property. You are renting the Property, "as is" and "with all faults."

12. Liability: We do not carry insurance on this property, and you are responsible for its safety until it is returned to us. You are fully responsible for the fair market value of the Property due to its loss or destruction from all causes, including, but not limited to, theft, vandalism, malicious mischief, Act of God, or mysterious disappearance. If this Property is damaged, you agree to pay immediately for all repairs, not to exceed fair market value. You can cover some of your liability by choosing the LDW, above. You agree to release Lessor for all damages to property as stated as well as any and all personal injuries incurred due to Property. You are not required to purchase insurance or liability damage waiver for the Property from us or from any vendor owned or controlled by us.

13. Contents: We will not be liable to you or to anyone else for any loss of or damage to any contents located in the Property while you are in possession of the Property. If this Agreement terminates for any reason, you agree to remove all contents from the Property before returning it to us. We will not be responsible to you or to anyone else for any loss of, damage to or destruction of any contents in the Property resulting from retrieval of the Property after this agreement terminates for any reason. We are not in the warehouse business, and we do not have custody or control of the contents of the property. We will not be responsible for any contents that are still in the Property when we retrieve it. If the property is not empty when we recover it, we will hold the contents at your sole risk for 15 days for you to claim them. After that contents in property will be considered abandoned by you and become our property and it will be our responsibility to dispose of or discard them at our expense.

14. Retrievals and Returns: If you do not renew this Agreement, you agree to give us permission to retrieve the Property immediately subject to your reinstatement. You also agree to promptly remove all contents as described above and have a clear path for access to retrieve the Property. You agree to take full responsibility for ruts, tracks, or any damage done to yard due to retrieval of Property. If we come to your house to pick up the property and you choose to renew this Agreement, instead, you agree to pay us \$100 plus all other amounts you owe as reimbursement for our expenses.

15. Condition of Property and Warranty: You agree that you have examined the Property and have agreed to rent it "as is." You understand that we are making no representations, warranties, or promises of any kind as to the condition, quality, or suitability of the Property. If you obtain ownership of the Property we will transfer any unexpired manufacturer's warranty to you if permitted by the terms of the warranty.

16. Forbidden Acts: You cannot sell, mortgage, pawn, pledge, encumber, or dispose of the Property. You cannot move the Property from the address above without our consent. With our consent, you can move the Property, but you will assume all costs associated with it. You cannot assign your rights in this Agreement without our prior written consent. Each of these acts is a breach of this Agreement.

17. Entire Agreement: This agreement sets forth the entire agreement between you and us and may not be changed except in writing signed by both parties. By signing this agreement, you agree that you have read, understand and agree with entire agreement, and have received a signed and legible copy of this agreement. Scotts RTO reserves the right to assign this Rental Purchase Agreement to a second party.

If you default, you will be liable for rental payments, late charges and other fees under this Agreement until we retrieve the Property.

NOTICE: You are renting this Property. You will not own it until you make all of the regularly scheduled payments or you use the early purchase option. You do not have the right to keep the Property if you do not make required payments or do not use the early purchase option. Subject to your grace periods and reinstatements rights, the lessor may repossess the Property if you fail to make rental payments as scheduled. Your rights and responsibilities are fully explained in this Lease-Purchase agreement.

Reference #1

Name: _____

Address: _____

Phone# _____

Relationship: _____

Reference #2

Name: _____

Address: _____

Phone# _____

Relationship: _____

Rental Consumer/Lessee:

Vendor Name: _____

CONSUMER (Lessee): _____

Representative: _____

Driver's License# _____