

**TOM'S WEB DESIGN
RENTAL PURCHASE AGREEMENT**

TERMS OF AGREEMENT: When used throughout this Agreement, "we" and "our" refer to lessor/owner (Tom's Web Design); "you" and "your" mean the person(s) signing this Agreement as lessee/renter/consumer; "property" means the items described in the disclosures; and "Agreement" is this document otherwise known as the "Rental Purchase Agreement".

PURPOSE OF AGREEMENT: This Agreement has the following purposes:

- It governs the use of personal property by you primarily for personal; family; or household purposes;
- This Agreement is entered into for a period of _____ months from the date of signature, and is automatically renewable with each payment on a month-to-month basis thereafter;
- You are not obligated or required to continue renting or using the property described below under "Description of Property" beyond the initial period;
- You may elect to become the owner of the property by following the terms and conditions of this Agreement

RENTAL-PURCHASE DISCLOSURES

Lessor: _____ **Consumer:** _____

DESCRIPTION OF PROPERTY:

Item #	Item Description	Serial #	Model #	Condition of Property
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DAMAGE TO PROPERTY: The property has been inspected by both the consumer and lessor, and the following damage was noted: _____

_____ Consumer Initials
_____ Lessor Initials

RENTAL TERM: The consumer hereby elects to rent the property as follows:

- _____ Week-to-week with the first payment being due on today's date;
- _____ Semi-monthly with the first payment being due on the 1st and the 15th of the month;
- _____ Monthly with the first payment on a pro-rated basis being due today. Next month's payment's due and owing on the 1st of the month.

*There are no refunds if you choose to return the property before the end of the term.

TOTAL PAYMENTS: If you choose to acquire ownership, you must rent the property for the number of weeks, semi-months or months which you have elected. The total amount of the rental payments do not include other charges such as taxes and other fees, including, but not limited to: late payments; processing; default; pick-up; liability damage waiver; insurance; and other charges or fees that are necessary and appropriate.

Week to Week: The payment rate is _____ for a total of _____ payments for a total of _____ in rent.

Semi-monthly: The payment rate is _____ for a total of _____ payments for a total of _____ in rent.

Monthly: The initial pro-rated payment is: _____. The remaining payment rates are _____ for a total of _____ payments for a total of _____ in rent.

OWNERSHIP: By virtue of this Agreement, you do not own the property, and will not acquire an ownership interest in the property until you have made the total number of rental payments necessary to acquire ownership.

If you elect to renew this Agreement on a frequency different from your initial rental payment term, your total amount will be calculated based on the above amounts and on the number of payments made at each frequency.

____ Consumer Initials
____ Lessor Initials

THE CASH PRICE OF THIS PROPERTY: _____.

RENEWAL PAYMENTS: You are not obligated to renew this Agreement beyond the initial term. However, if you choose to renew this Agreement beyond the initial term, or beyond any subsequent renewal term, you may do so by making an advance rental payment on the _____ of each _____, or you may choose to make advance rental payments on a _____ or _____ basis.

Your first renewal payment is due on the _____ day of _____, 20____ by the end of the business day at 5:00 o'clock p.m.

EARLY PURCHASE OPTION: You have the right to exercise an early purchase option. If you wish to purchase this rental property, you may do so at any time by paying _____% of the remaining Total of Payment calculated at that time. In addition, you may purchase the property within the first (ninety) 90 days after the date of this agreement by paying us an amount equal to the Cash Price minus the total of all rental payments made by you.

RISK OF LOSS AND DAMAGES: You are responsible for the fair market value of the property in the event the property is lost, stolen, damaged or destroyed.

TYPE OF TRANSACTION: THIS IS A RENTAL TRANSACTION

REINSTATEMENT: If you fail to make a timely rental payment, you may reinstate this Agreement, without losing any rights or options that exist under this Agreement, by paying: (1) All past-due rental payments; (2) The next rental payment; and (3) Any applicable late fees. This payment must be made within (five) 5 days of the renewal date if you pay monthly, or within (two) 2 days of the renewal date if you pay semi-monthly or weekly.

If you voluntarily return the property during this period, other than through an order from a court, the period for reinstating this Agreement will be extended. If you have paid less than 2/3's of the total payments necessary to acquire ownership, you may reinstate this Agreement for up to (twenty-one) 21 days after the date the property is returned. If you have paid 2/3's or more of the total payments necessary to acquire ownership, that period will be extended to (forty-five) 45 days after the date the property is returned. Upon reinstatement, we will provide you with the same property or substitute property of comparable quality and condition.

TERMINATION: You may terminate this Agreement without penalty upon the expiration of any rental term by voluntarily surrendering or returning the property in

____ Consumer Initials
____ Lessor Initials

good repair, except for ordinary wear and tear, along with any past due rental payments. You will be liable for any damage to the property, except for ordinary wear and tear.

WARRANTY AND MAINTENANCE: We are responsible for maintaining or servicing the property while it is being leased. We will not be responsible for the costs of the results of any unauthorized repairs or damage caused by improper use. If any part of a manufacturer's express warranty covers the leased property at the time you acquire ownership of the property, it will be transferred to you, if allowed by the terms of the warranty.

OUR RIGHTS TO TAKE POSSESSION: If you do not renew this lease or if you breach this lease, we have the right to possession of the property. If this happens, you agree to return the property or make arrangements for us to take possession of it. If you fail or refuse to comply with this requirement, you agree to pay our costs incurred in taking possession of it.

ASSIGNMENT: We may sell, transfer, or assign this Rental-Purchase Agreement, but agree to notify you of any change.

TITLE AND TAXES: We retain title to the property at all times and will pay any taxes which might be levied on the property.

FORBIDDEN ACTS: You cannot sell, mortgage, pawn, pledge, encumber, hock or dispose of this property. Except for property that is designed to be carried by the person, you cannot move the property from your current residence without our consent. Each of these acts is a breach of this lease.

LATE PAYMENTS: If your payments are late for any reason, you are responsible for a late fee of _____ (for the first day that you are late), and _____ a day for each day thereafter.

BACKUPS AND DATA LOSS PREVENTION: You are responsible for creating your own backups and saving your material as you use this property. We are not responsible for lost data.

RETURN OF PROPERTY: We require the return of the rental property by 5:00 o'clock p.m. on the _____ day of _____, 20____, to be dropped off by the consumer at the following address: _____

____ Consumer Initials
____ Lessor Initials

COLLECTION COSTS: In the event that we are forced to resort to a collection agency and/or legal proceedings to collect any sum due under this Agreement as rent or damages due to abuse or destruction of the property, you agree to pay for reasonable collection agency fees and/or reasonable attorney fees and court costs incurred by us to recover said rent and/or damages.

NOTICE TO CONSUMER: Do not sign this Rental-Purchase Agreement before you read it, or if it contains any blank spaces. You are entitled to an exact copy of the Rental-Purchase Agreement you sign. Keep it to protect your legal rights. **Conviction under Montana Code Annotated Section 45-6-309 of the failure to return rented personal property is punishable by fine not exceeding \$1,000.00 or imprisonment in county jail for the term not greater than 6 months or both if the value of the property does not exceed \$1,000.00, and by imprisonment in state prison for a term not exceeding 10 years if the value of the property exceeds \$1,000.00.**

YOU AGREE BY SIGNING THIS LEASE THAT: (1) YOU READ IT; (2) YOU UNDERSTAND IT; AND (3) YOU RECEIVED A SIGNED COPY OF IT.

Date _____ Consumer _____

Date _____ Lessor _____
Tom's Web Design

____ Consumer Initials
____ Lessor Initials