



APPLIANCE RENTAL AGREEMENT

4060 S. Kalamath

Englewood, Colorado 80110

www.HouseholdApplianceRentals.com

PHONE: 303-733-1860

FAX: 303-733-1555

Terms and conditions: You, (lessee) agree to lease the property requested on your order form, from Household Appliance Rentals, LLC (HAR) for ____ months beginning on the date that the property is delivered under the terms and conditions set forth herein. After ____ months the Lease will continue on a month to month basis until terminated by HAR or you.

Your total monthly payment – which is due for each month in advance on the 1st of the month, is made up of Base Rent _____, damage waiver fee _____, sales/use tax _____, and other _____.

A Late Payment fee – of \$10.00 will be applied when a full monthly payment is not received within 5 days of its due date

Checks returned for any reason – are subject to a \$20.00 administrative charge

Taxes – You agree to pay all sales and use taxes on the Property.

Damage Waiver fee – You agree ____/decline____ (check one) to pay the damage waiver fee. For this fee HAR will bear all risk of damage or loss to the Property (including damage or loss caused by natural disasters such as fires, floods, earthquakes, and tornadoes) EXCEPT for damage or loss caused by theft, disappearance, gross negligence, misuse or abuse.

Security Deposit – If you are assessed a security deposit it will be refunded to you upon return of the Property less an amount equal to any damage or loss to the Property not covered by the Damage Waiver Fee, any outstanding rental payments, and any charges resulting from your failure to meet the provisions of the rental agreement.

Delivery/Pick up – HAR shall deliver the property to the address and date listed on the application. You grant HAR permission to enter the premises for the delivering and picking up of the property. HAR shall have no liability for damages resulting from any delay in the delivery or pickup of the property. You must give HAR at least THIRTY (30) days written notice prior to any termination of this lease. Failure to provide such notice may result in additional charges up to one months rent.

Responsibility for Maintaining the Property – You are responsible for maintaining the property in good condition, subject to ordinary wear. IF YOU FAIL TO RETURN THE PROPERTY AS REQUIRED, YOU WILL BE LIABLE TO HAR FOR AN AMOUNT UP TO THE REPLACEMENT COST OF THE PROPERTY PLUS HANDLING FEES IN ADDITION TO ALL OTHER PAYMENTS AND CHARGES DUE UNDER THIS LEASE.

Warranties – HAR is not the manufacturer of the Property provided under this agreement. **HAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO SUCH PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**

No assignment – This agreement may not be assigned by you in whole or part.

Title – It is understood that this transaction is a rental and not a conditional sale or financing agreement. Title and ownership to each item of the property shall remain with HAR until such time as a bill of sale is presented by HAR to you in the event of a sale of the property.

Right to demand performance – Any failure by HAR to require full performance by you of the lease shall not affect HAR's right to demand such performance in the future.

Cancellation – You may cancel this agreement at any time prior to the delivery of the property. Cancellation of this agreement within two business days of delivery will result in a cancellation fee not to exceed one month's rent. Cancellation after delivery will be treated under the early termination provision of the lease.

Early termination – You may terminate this agreement prior to the end of the agreement ONLY if all of the following conditions are met: (1) you have made a minimum of three payments, (2) you are transferred by your employer or receive military orders, (3) Provide HAR with written verification of the above. **All other early terminations** will result in a recalculation of rent to equal the lease term for the actual time of use or the balance of the agreement, whichever is less.

Default – HAR may terminate this lease at any time and repossess the property without legal process: (1) if you violate any of the lease provisions and fail to cure such a violation within fifteen (15) days of the violation. (2) if you become insolvent or make any assignment for the benefit of your creditors. Upon such termination HAR will be entitled to all remaining monthly rental payments and to recover any damages resulting in your failure to fulfill all of the provisions of this agreement. In the event that by defaulting on this agreement you are assessed charges to fulfill your agreement, you will be liable for all administrative and legal costs incurred by Household Appliance Rentals in addition to lease fulfillment charges. Should your account balance exceed two months rent you will be considered in default. You will be liable for all accrued rent and you shall also be liable for all collection costs including reasonable attorney fees which may be incurred by HAR in enforcing the above provisions. In the event that it is necessary to file suit, filings will be made at the Denver County Court.

Multi-use provision – This agreement is intended for use in several jurisdictions. You agree that if any of its provisions shall be held invalid or unenforceable under the laws of the state or jurisdiction in which you reside the remaining provisions shall be enforced as if without the inclusions of the invalid item.

Move – HAR will move the appliances from one residence to another for a fee of \$35.00, if you renew your agreement for a period of time equal to your original agreement. If a lesser term agreement is needed, a move fee will be negotiated. Customers may not move property of HAR.

Entire Agreement – This agreement contains the entire agreement between you and Household Appliance Rentals (HAR) and supersedes all prior agreements between you and HAR, whether written or oral and may be amended only by written document signed by both parties.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS RENTAL AGREEMENT COMPLETELY AND UNDERSTAND AND AGREE TO ITS TERMS. FURTHERMORE, YOU HAVE RECEIVED A COPY OF THIS AGREEMENT WHICH YOU WILL REFER TO AS NECESSARY IN YOUR USE OF THE PROPERTY.

This agreement shall become effective upon the delivery/installation of the equipment at the lessee's place of residence.

LESSEE: _____ **HOUSEHOLD APPLIANCE RENTALS, LLC**

Lessee

Date

Household Appliance Rentals

Date