## **College Services**

705 5th St SE, Barnesville, MN 56514 collegeloftservices.com

### RENTAL AGREEMENT

#### **Lessee Agrees That:**

Lessee has rented for the academic year at (your school), a bed loft and/or refrigerator from College Services. Rental fee is \$110.00 which includes a \$10.00 refundable security deposit. An additional \$10.00 for rental of a shelf.

#### Lessee hereby agrees that:

- "Lessee" will lease the product(s) listed above (the "Product") from College Services ("Lessor")
  705 5th St SE, Barnesville, MN 56514; <u>collegeloftservices.com</u> for the term set forth above. This
  product will be used at the school listed above.
- 2. Lessee will assemble and use all of the Product only in accordance with the instructions provided to Lessee by Lessor. Lessee will make no alterations, additions or changes to the Product.
- 3. At termination of the agreement, Lessee will return the Product to Lessor. If the Product is damaged beyond ordinary wear and tear due to Lessee's own negligence, misuse or for any other reason, Lessee will pay to repair such damage less any deposit paid. Lessor reserves the right to determine the extent of damage and whether damaged Product is to be repaired or replaced.
- 4. Pick-up of the Product will, in most cases, be scheduled prior to the first day of finals. *Lessee* assumes all responsibility to return Product at scheduled times.
- 5. If within one (1) week before the start of finals, Lessee does not have information regarding the return of the Product, Lessee will obtain said information from Lessor's website, or contact the Lessor. Product returned late, or outside of regularly schedule return times, will result in forfeiture of Lessee's security deposit and may result in Lessee being charged a late fee of \$50.00.
- 6. In the event that Product is not returned to Lessor, Lessee agrees to pay all costs of collection including reasonable attorney fees and expense of repossession and/or replacement of Product. Replacement cost of a bed loft is \$350.00, and replacement costs of refrigerators vary by model.
- 7. Lessee will not assign this agreement or sublet any of the Product to another person without first obtaining Lessor's permission to do so.
- 8. The use of the Product will be at the sole risk of the *Lessee*, *Lessee* hereby releases *Lessor* and Lessee's school from all liability resulting from any use of the Product, including liability for personal injuries, death, whether of themselves or others, as well as property damage resulting from any use of the Product.
- 9. If *Lessee* breaches this agreement *Lessor* may, in addition to all other remedies which *Lessor* may have against *Lessee*, retain any deposit provided *Lessor* by *Lessee*.
- 10. Lessee will inform Lessor of any change in address at which the Product is used.
- 11. Lessee authorizes Lessor to enter the room(s) in which the Product are (or is to be) located to deliver, service, or pick up the Product.
- 12. If any check provided *Lessor* by *Lessee* is returned to *Lessor*, *Lessee* will pay *Lessor* a service fee in the amount of \$30.00, plus any bank fees charged to *Lessor*. If *Lessee* improperly initiates a credit card "chargeback" process, *Lessee* will pay *Lessor* a service fee in the amount of \$30.00.
- 13. A \$10.00 processing fee will be charged on all credit card cancellations.
- 14. If Lessee wishes to terminate this agreement, the rental fee will be refunded according to the following schedule:
  - $1^{st}$  week -75% of rental fee,  $2^{nd}$  week -50%,  $3^{rd}$  week -25%,  $4^{th}$  week or longer No Refund!
- 15. REFRIGERATOR RENTAL ONLY Lessee will return the refrigerator at the end of the contract term <u>defrosted</u>, <u>clean</u> and <u>dry</u> (being interpreted as "no moisture evident to the touch in the unit"). Refrigerators not returned in this manner will breach this agreement and will result in forfeiture of deposit and/or other remedies as prescribed in #3 of the Rental Agreement.
- 16. BED LOFT RENTAL ONLY A safety rail has been provided with each bed loft rental. Lessee will use the safety rail as instructed. Lessee understands that the bed loft and safety rail are for his/her personal use only, and are not designed to support two or more persons. Failure to comply with this provision will be considered a breach of the Agreement

# For rental or service, questions or concerns, contact: College Services

Email: info@collegeloftservices.com Phone: (218) 354-2107