College Services

705 5th St SE, Barnesville, MN 56514

collegeloftservices.com

RENTAL AGREEMENT

Lessee Agrees That:

Lessee has rented for the academic year at North Dakota State University, a bed loft and/or refrigerator from College Services. Rental fee is \$150.00 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 ("Lesser") 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 use 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. 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.
- 5. In the event that Product is not returned to Lessor, Lessor, Sesser 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.
- 6. Lessee will not assign this agreement or subject any of the Product to another person without first obtaining Lessor's permission to do so.
- 7. 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.
- 8. 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.

Lessee will inform Lessor of any change in address at which the Product is used. Failure to do so will result in loss of deposit.

10. *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.

- 1. 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.
- 12. A \$10.00 processing fee will be charged on all credit card cancellations.
- 13. If *Lessee* wishes to terminate this agreement, the rental fee will be refunded according to the following schedule:

1st week - 75% of rental fee, 2nd week - 50%, 3rd week - 25%, 4th week or longer - No Refund!

- 14. REFRIGERATOR RENTAL ONLY Lessee will return the refrigerator at the end of the contract term <u>defrosted</u>, clean 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.
- 15. 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