

Dakota

Storage Buildings

rentminnesotasheds.com

Rental Agreement

Order #: AFG _____

We're so glad that you chose to rent one of our high-quality storage buildings! We're sure you'll be pleased with the product that you get.

While you're getting a building that master craftsmen at Dakota Storage Buildings built, this rental contract is between you and AFG Rentals, LLC.

From this point, all communication including questions about delivery, payment, damage, and rental return, should be directed to AFG Rentals.



AFG Rentals, LLC
P.O. Box 726
Grandview, Texas
76050 (800) 861-9395

AGREEMENT #: AFG _____

I have read and agree to the terms and conditions of this contract. _____

Rental Agreement - No Purchase Options



Date: _____

LESSOR:

AFG Rentals, LLC
P.O. Box 726
Grandview, Texas 76050
Phone (800) 861-9395

LESSEE/RENTAL CUSTOMER:

Name: _____
Street: _____
City: _____
State: _____ Zip: _____

Terms Of Agreement

In this Agreement "you" and "your" mean the Lessee/Rental Customer(s). "We", "us" and "our" mean the Lessor. "Agreement" means this Rental Agreement. "Property" means the rental Property described below.

1. Initial Rental Term: ONE MONTH Renewal Date: _____

2. Rental Property:

Size / Description (Unit Style)	Serial#	Monthly Rent (Taxes Not Included)
_____	_____	_____

3. Rental Payments and Term. The term for this Agreement is one month. After that, you have two options: (1) you can continue using the Property by making a rental renewal payment in advance; or (2) you can return the Property to us with no further obligation, except for any past due payments.

Your Initial Payment of \$ _____ has been recieved. Renewal Payments are due on the _____ of each month you choose to renew. Initial Payment includes your \$200 Security Deposit.

The monthly rental payment is \$ _____ plus your state taxes, local taxes, and \$10 LDW fee (optional).

4. Other Charges. All of these charges are reasonably related to the services performed.

In-house Collection	Loss Damage Waiver (LDW)	Late Fee	Transportation Fee
\$75	\$10	\$10	\$200
If we send someone to your residence to collect payment, you must pay this fee.	See Item below.	If your payment is not paid within 7 days of the renewal date, you must pay this fee.	When we pick up the Property, you must pay this fee.

NSF Fee: \$30 If your check is returned unpaid for any reason, you must pay this fee.

Security Deposit: Your initial payment included your security deposit along with your first rental payment. We will hold this deposit for security for the performance of your obligations under this Agreement. When this Agreement terminates, we will refund your deposit, less any amounts you still owe at that time, without interest, within 30 days after termination.

Loss Damage Waiver (LDW) (OPTIONAL): By choosing this optional LDW, you will not be liable for any loss of or damage done to the Property from fire, flood, wind, hail or other Act of God. To claim LDW due to theft, you must furnish us with a police report within 48 hours of the loss. You will still be liable for loss due to mysterious disappearance, abandonment of the Property, or any other loss or damage that is intentionally caused by you or that results from your willful or wanton misconduct. You must be current to claim LDW.

____ Accept LDW ____ Decline LDW

5. Risk of Loss. You are liable for the loss of, destruction of, or damage to the Property from all causes. Your liability will be the lesser of the fair market value of the Property on the date of loss or the cost of repair.

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6. Type of Transaction: This is a Rental Transaction. **THERE ARE NO OWNERSHIP OPTIONS IN THIS AGREEMENT.**

7. Assignment: We may sell, transfer, or assign this lease without notice to you.

8. Title, Maintenance and Taxes: We retain title to the Property at all times and will pay any personal property taxes levied on the Property. We will maintain the Property in good working order as long as you rent it.

9. Alterations: You cannot allow the Property to be altered in any way, including the construction of shelves, the addition of equipment or accessories to the Property or placing any signs on it. You cannot allow electric or plumbing connections to the Property. You cannot allow the Property to be affixed to real estate in a way that it cannot be removed without damage, and you must not place any obstructions that would keep us or our agents from removing the Property if you do not renew this Agreement. You agree that you will not hold us or our agents responsible for any damages or losses if we have to remove any obstructions to recover our Property.

10. Contents. We will not be liable to you or to anyone else for any loss or damage to any contents located on or in the Property while you are in possession of the Property. Upon termination of this Agreement for any reason, you agree to remove all contents from the Property before returning it to us. We are not responsible to you or anyone else for any loss, damage, or destruction of any contents in the Property resulting from our repossession or retrieval of the Property, including after we have the Property in our possession. If the Property is not empty when we retrieve it, we will hold the contents at your sole risk for 15 days for you to claim them. After that we can deem any contents still left in the Property as abandoned by you, and will keep them or dispose of them at our sole discretion. We will not owe you anything for the conten

11. Use of the Property. You cannot allow the Property to be used for any unlawful purpose. You cannot allow any person or any animal to live in the Property.

12. Our Rights to Take Possession: If you do not renew this Agreement, we have the right to take possession of the Property. If you do not allow us to do so, you must pay our costs incurred in taking possession of the Property including reasonable attorney's fees and court costs if we incur them.

13. Forbidden Acts: You cannot sell, mortgage, pawn, pledge, encumber, hock, dispose of or structurally change the Property or move it from your current residence, without our consent. If you do so, it is a breach of this Agreement, and we will have the right to immediate possession of the Property.

14. Contact with You: You agree that we or our agents can contact you regarding your account with us via telephone, including cell phones, or text message at any number you have given us or that you give us in the future, even if you are charged for the call. You also agree that we can contact you using automatic dialing or with prerecorded messaging. You acknowledge that the number(s) you have given us are for phone(s) that belong to you. You can cancel this consent to get automatic dialing or prerecorded messaging calls by notifying us of your desire to do so.

15. ARBITRATION AND WAIVER OF JURY TRIAL. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

Agreement to Arbitrate. You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of where you live (without applying its choice-of-law rules). Nothing in this arbitration agreement is intended to prevent either of us from filing a lawsuit in an appropriate small claims court for an amount that does not exceed the court's jurisdictional limits. If counterclaims or other motions would cause the lawsuit to be removed from small claims court to another court, the dispute must be resolved by arbitration.

What Arbitration Is. "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to origination of your Rental-Purchase Agreement ("Agreement") and whether or not an Agreement is provided to you, based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

AGREEMENT #: AFG _____

Rental Agreement - Page 3 of 4

I have read and agree to the terms and conditions of this contract. _____

For purposes of this arbitration agreement, the terms "you" and "your" include any co-signer, co-obligor, or guarantor and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean Lessor and include Lessor's employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns, as well as Lessor's marketing, servicing, and collection representatives and agents.

How Arbitration Works. If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts ("JAMS"). If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
120 Broadway, 21st Floor
New York, NY 10271
Web site: www.adr.org
Telephone (800) 778-7879

JAMS, The Resolution Experts
18881 Von Karman Ave., Suite 350 Irvine, CA 92612
Web site: www.jamsadr.com
Telephone (949) 224-1810 or (800) 352-5267

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

What Arbitration Costs. No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted within 30 miles of your then current mailing address.

Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

Applicable Law and Review of Arbitrator's Award. The arbitrator shall apply applicable federal and the substantive law of the state where you live and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of the state where you live and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of the state where you live and applicable federal law.

Survival. This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

Right to Opt-Out. If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at our address, above, by either hand delivery or a letter postmarked no later than thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or status as a lessee at our address above.

16. Notice to Lessee: Do not sign this Rental 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.

_____ **By paying the downpayment for your shed rental at rentminnesotasheds.com, verifying you are agreeing to the lease, you admit that you have read it, that you understand it and that you have received a signed copy of it.**

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Rental Agreement - Page 4 of 4

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Customer Data Sheet

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AFG Rentals, LLC
P.O. Box 726
Grandview, Texas
76050 (800) 861-9395

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I have read and agree to the terms and conditions of this contract. _____

Primary Renter: _____

First Name

MI

Last Name

Phone: _____

Cell Phone: _____

Date of Birth: _____

SSN: _____

Driver's License Number: _____

Email: _____

Employer: _____

Position: _____

Work Phone: _____

Number of Months at Current Job: _____

Is there a Co-Renter : _____

Co-Renter: _____

First Name

MI

Last Name

Phone: _____

Cell Phone: _____

Date of Birth: _____

SSN: _____

Driver's License Number: _____

Email: _____

Mailing Address: _____

Street

City

State

Zip

Delivery Address: _____

Street

City

State

Zip

I _____ the property where the structure is going? Years at current address? _____

References #1:

Name

Relation to me

Phone Number

References #2:

Name

Relation to me

Phone Number

_____ **I authorize AFG Rentals to contact me by: Phone, Text or Email**

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