

DISCOUNT LEASE PURCHASE AGREEMENT

Date: {date}

AGREEMENT #: {contr}

LESSOR: {store} {staddr1} {staddr2} its agents, employees, successors, and assigns, hereinafter referred to as "Lessor."	LESSEE: {name} {addrapt} {citystzip} hereinafter referred to as "Lessee."
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1. RENTAL TERM: This is a 1-month Lease Purchase Agreement, by and between Lessor, who is the true and lawful owner of the Property, and Lessee, who desires to rent the Property for the term(s) of this lease. Lessee may renew this lease for consecutive monthly terms by making rental payments in advance of each additional month Lessee wishes to rent the Property. Lessee does not own the Property unless Lessee fulfills all obligations in this agreement.

2. DESCRIPTION OF PROPERTY:

Model#	Description	Serial#	Condition
{md1}	{de1}	{se1}	{cond1}

hereinafter referred to as the "Property."

3. a. INITIAL PAYMENT: Your Initial payment will include the following charges:

Discounted Rent	Sales Tax	Total	Purchase Reserve	Total with Purchase Reserve
\${pmtpaid}	\${tax\$}	\${tot}	\${prpaid}	\${totwdep}

b. OPTIONAL PURCHASE RESERVE: Lessee's optional Purchase Reserve of \${prpaid} reduces the monthly rental payment and total cost. It may be applied to Lessee's early purchase option price. It is refundable, bearing no interest, if Lessee returns or surrenders the Property less all late fees, past due rent, or other charges that may apply.

4. a. STANDARD MONTHLY RENTAL PAYMENT: is \${prpmt} (plus tax).

b. DISCOUNTED MONTHLY RENTAL PAYMENT: is \${pmt} (plus tax).

5. CASH PRICE FOR THE PROPERTY IS: \${cash} (plus tax).

6. DUE DATE: The next due date is {nxdue}. All payments are due the 1st day of the month. All payments received after the 10th day of the month, shall be charged a late fee of \$15.00 per lease, per month. NSF checks are subject to a \$25.00 fee.

IF LESSEE BECOMES MORE THAN 30 DAYS LATE THE DISCOUNTED MONTHLY RATE EXPIRES, and Lessee must either allow Lessor to pick up the Property or renew the agreement at the standard monthly rate. If Lessee renews, Lessor will refund the Purchase Reserve account, bearing no interest, less a security deposit equal to 2 months' rent and all amounts Lessee still owes.

7. TOTAL OF PAYMENTS: Lessee is not obligated to become the owner of the Property. However, Lessee may acquire ownership of the Property by making the total payments described under either of the following options:

a. STANDARD TOTAL COST: If Lessee makes {#pmt} {term} payments of \${prpmt} (plus tax) for a total cost of \${prconamt} (plus tax), plus all late fees and other charges that may apply, and otherwise complies with this agreement, Lessee will acquire ownership of the Property, OR

b. DISCOUNTED TOTAL COST: If Lessee makes {#pmt} discounted {term} payments of \${pmt} (plus tax) in addition to Lessee's optional Purchase Reserve of \${prpaid}, for a total cost of \${prdistc} (plus tax), plus all late fees and other charges that may apply, and otherwise complies with this agreement, Lessee will acquire ownership of the Property.

8. PURCHASE OPTION: Lessee may purchase the Property at any time by either of the following options: (1) Payoff Early by paying {epopay%} of the remaining Total of Payments (plus tax) - in addition to the Purchase Reserve amount, OR (2) Continue renting for the full {#pmt} MONTHS, and we will apply the money in the Purchase Reserve account, plus tax, toward payoff. Lessee will not own the Property until the total payments necessary to acquire ownership have been made.

9. TERMINATION: Lessee may voluntarily terminate this lease at the end of any term without penalty. To do so, Lessee must notify Lessor in writing of the termination, return, or voluntary surrender of the Property. Lessor will refund all the money in the Purchase Reserve account, bearing no interest, less any amounts Lessee still owes for past due rent and other charges, within thirty (30) days after the Property has been returned.

10. SECURITY DEPOSIT: The security deposit will be held as security for the performance of Lessee's obligations under this lease. Such deposit, less any unpaid rent, fees, other charges, or damages incurred by Lessee to date, will be returned to Lessee, bearing no interest, within 30 days of: (1) the expiration of the total terms of this lease, (2) Lessee exercising the early purchase option, or (3) Lessee voluntarily terminating this lease before its expiration.

11. REPOSSESSION RIGHTS: If Lessee fails to make any monthly rental payment by the due date, Lessee agrees to voluntarily surrender the Property to Lessor, and Lessor has the right to take possession of the Property. Lessee agrees to peacefully remove all personal belongings from the Property. Failure to do so will be construed as the abandonment of said personal belongings, and Lessor has the right to dispose of all such belongings at its discretion. Lessee further agrees to remove all obstructions, including, but not limited to, fences, trees, shrubs, buildings, improvements, and/or motor vehicles, that would impede the removal of the Property by the most logical and reasonable path.

Lessee Initial: _____

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If, upon default by Lessee, Lessor or its contractor makes a trip to take possession of the Property and Lessee reinstates the agreement as permitted by law or renews the defaulted agreement by paying all past due payments and charges at that time, then Lessee will be assessed an additional fee of \$100.00 per trip.

- 12. REINSTATEMENT RIGHTS:** If this lease expires due to Lessee's nonpayment, Lessee may reinstate it for same or comparable property if: (1) Lessee pays all past due rental payments, pick-up/re-delivery fees, reinstatement fees, and other charges, if any, by the 5th of the month, or (2) Lessee voluntarily returns the Property at Lessee's own expense by the 5th of the month and pays all past due rental payments, pick-up/re-delivery fees, reinstatement fees, and other charges, if any, within the next 30 days.
- 13. LOSS & DAMAGE:** Lessee is responsible for the fair market value of the Property if the Property is lost, stolen, damaged, or destroyed, in excess of normal wear or tear. **Lessee is also responsible for all contents in the Property.**
- 14. MAINTENANCE:** Lessor is responsible for keeping the Property in good, working condition during the term of this lease.
- 15. WARRANTY:** If Lessee acquires ownership of the Property, any part of the manufacturer's express warranty covering the Property that is still in effect at the time will be transferred to Lessee if the warranty so allows.
- 16. BANKRUPTCY:** In the event Lessee files bankruptcy and includes the Property in bankruptcy, Lessee agrees to stay current on all monthly rental payments under this lease or voluntarily surrender the Property back to Lessor. _____, (Initial).
- 17. ASSIGNMENT:** Lessee acknowledges that Lessor has the right to assign this contract to a third party and agrees to remit rental payments to said party upon proper written notice to do so.
- 18. FORBIDDEN ACTS:** Lessee agrees not to alter or obstruct the Property in any manner, including, but not limited to, painting or staining the Property, placing any type of sign on the Property, allowing the Property to be secured or affixed to real estate or any other property, and/or obstructing the Property in any manner that would prohibit Lessor from removing the Property without damaging it. Lessee agrees that the Property will be kept at the address of the Lessee as shown on this lease and will not be removed from such address without the express written consent of Lessor. Lessee is also not allowed to assign any of his/her rights under this agreement to anyone else, which includes, but is not limited to, selling, mortgaging, pawning, pledging, encumbering, hocking, or transferring the Property, without the express written consent of Lessor. **Any of these acts is a breach of this contract and warrants immediate repossession of the Property and termination of the lease.**
- 19. FEES & EXPENSES:** If, upon default by Lessee, Lessor incurs costs and expenses in enforcing the terms of this agreement, Lessee is responsible for said costs, including, but not limited to, reasonable attorneys' fees, expenses, and court costs.
- 20. CONDITION OF PROPERTY:** The parties agree that Lessee has examined the Property and accepts it in its existing condition and that Lessor has made no representations, warranties, or promises of any kind, either expressed or implied, as to the condition, quality, suitability, or fitness of purpose of the Property. Lessor has the right to inspect the Property being rented at any reasonable time.
- 21. APPLICABLE LAW:** Lessee agrees that the laws of the State of Arkansas, which is the home state of the Lessor, govern this contract in all respects and agrees to submit to the jurisdiction of the Courts of the State of Arkansas, including but not limited to the Courts of Independence County, Arkansas.
- 22. This agreement sets forth all the agreed upon conditions and provisions of this Lease Purchase Agreement and may not be changed in any manner by any parties hereto, unless such changes be agreed to in writing.**

BY SIGNING THIS AGREEMENT, LESSEE ACKNOWLEDGES THE FOLLOWING: (1) LESSEE DESIRES TO RENT, NOT PURCHASE THE PROPERTY, (2) LESSEE HAS READ AND UNDERSTANDS ALL PROVISIONS AND CONDITIONS OF THIS AGREEMENT, AND (3) LESSEE HAS RECEIVED A LEGIBLE COPY OF THIS AGREEMENT.

WITNESS: _____
(Agent)

LESSEE: _____

LESSOR: {store}

CO-LESSEE: _____