



On behalf of Old Hickory Buildings, LLC, we would like to thank you for purchasing or renting to own one of our storage buildings. We hope you enjoy your storage building for many years to come.

If the building is on the sales lot, it should usually be delivered within the next 5 weekdays, weather permitting. If it is a special order it should usually be delivered within the next 10-15 days, weather permitting. Please give the delivery person 3 days to call if your building is on the lot, and 10 days to call if the building is a special order. In the unlikely event that your driver has not called within this amount of time, feel free to call them at the number below. If you do not receive a return call from the delivery person within 24 hours, please call our office.

** Peak season and poor weather conditions can add extra days on to the normal delivery time. Painted buildings and custom metal colors take a week longer. Please see brochure for details.*

Your delivery driver: Jacob Demala

Phone:

If you are renting to own the building, please contact the rental company directly for any rental payment questions. Please do not contact Old Hickory Buildings, LLC for payment questions. Payments are not accepted by Old Hickory Buildings, LLC. All payments must be sent directly to your rental company. Their name and address is on the rental agreement.

Your Rental Company: Titan Building Rentals, LLC

Phone: 615-203-3165

Again, thank you for your business. If we can be of any help to you, please contact us.

Old Hickory Buildings, LLC
P O Box 331973
Murfreesboro, TN 37133
Phone: 615-890-8075

Old Hickory Buildings



Muncy Motors & Sheds
 Authorized West Virginia dealer
 339 Ingleside Rd
 Princeton, WV 24740
 276-970-7262

Payment info: 615-203-3165
Product info: (615) 890-8075
 www.oldhickorybuildings.com

Date: 09/16/2017
 Salesman: **Justin Muncy**

Delivery Driver: **Jacob Demala**

Purchase Type: **ON LOT NEW**
 Building Type: **Garage**
 Size: **12X28**
 Order Number: **53352**

Inventory #Hlg-va0079-1228-070817

*Revisions on Custom Orders subject to fee, see below for details

All Sizes Nominal *12' wide measured eave to eave* *7' & 8' Tall Walls Measured on Outside*

NOTES/COMMENTS
60 Month Contract

Customer Name

(Name must match ID) **James Clark**

Delivery Address: **86 Byrd alley**
 (City) **Glen fork (State) WV (Zip)25845**
 (County) **Wyoming**
 Primary Phone: **(304) 682-0074**
 Cell Phone:

Mailing Address: **Po box 91**
 City: **Glen fork**
 State: **WV**
 ZIP: **25845**
 Work Phone:
 Email:

Rent To Own

Checks payable to: Titan Building Rentals, LLC

	Amount
Sales Price	\$5,675.00
Option Cost	\$695.00
Total (Pre-Tax)	\$6,370.00
Cost Reduction	\$0.00
Pre-Tax Cost Reduction	\$0.00
Rent to Own Amount	\$6,370.00
Monthly Payment	\$235.93
Sales Tax	\$16.52
Total Monthly Payment	\$252.45
Security Deposit	\$200.00
Minimum Required	\$452.45
Total Payment	\$452.45
Cash Disc. Add back	\$0.00
Amount Received	\$452.45
Remaining	\$0.00

Date	Type	Status	Amount
09/16/2017	Credit	Success	\$452.45

Customer agrees to the following terms. Old Hickory Buildings, LLC and its associates are not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Customer is responsible for compliance with any such requirements. Free setup includes leveling the barn, starting with one barn corner at ground level and raising it up to a maximum of 3 feet. If leveling requires 1 foot or less, pressure treated wood may be used. Otherwise, customer may supply concrete blocks which are placed on top of the ground, or we can supply concrete blocks for \$2.00 each. In very rare cases, underground footers may be required by local building codes. Old Hickory Buildings does not offer digging or footer services and these are not included in free set up, however we can work with customer or contractor when required for an additional cost. Please contact your local Building Inspector and/or Homeowner's Association for information on requirements and restrictions. It is the customer's responsibility to decide if ground conditions are unsuitable for delivery. Free Delivery covers one trip up to 30 miles one way. Trips over 30 miles are subject to a \$2/mile (8ft, 9ft & 10ft wide) or \$3.50/mile (12ft & 14ft wide) or \$4.50/mile (16ft wide) charge one way. The customer will be responsible for the mileage charge as well as the cost of any additional trips. * A Non-Refundable Fee will be charged on Cancellations or Revisions of Custom Orders as follows: 10% on Cash Sales; or, on Rent To Own Sales, the Security Deposit plus First Month's Rent. If legal action, or any other action, is required to enforce the terms of this agreement, customer agrees to pay Old Hickory's costs including but not limited to, attorney's fees and court costs. Old Hickory has the right to refuse any sale prior to the time when it is accepted and approved by Old Hickory's corporate office and the building is set up at customer's location. All Balances Due are due on delivery.

Customer Signature

DFD:\$452.45

Old Hickory Buildings
900 Cpt Joe Fulgham Dr
Murfreesboro, TN 37129
(615) 890-8075

Date: 09/16/2017 03:05:43 PM

CREDIT CARD SALE

CARD NUMBER: 55*****8052

TRAN AMOUNT: \$452.45

ORDR NUMBER: 53352

APPROVAL CD: 050550

CLERK NAME :

X

{CARDHOLDER'S SIGNATURE}

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO THE CARD ISSUER AGREEMENT

TITAN BUILDING RENTALS, LLC

PO BOX 332582 MURFREESBORO, TN 37133 PH: 615-203-3165

RENTAL PURCHASE AGREEMENT AND DISCLOSURE STATEMENT - 60 MONTHS

DATE: 09/16/2017
LESSOR: Titan Building Rentals, LLC, PO Box 332582
CONSUMER: James Clark
ADDRESS: 86 Byrd alley Glen fork, WV 25845

A copy of this Rental Purchase Agreement ("Agreement") has been given to the CONSUMER as evidenced by CONSUMER'S signature below. The following information is disclosed to CONSUMER pursuant to applicable state law and is the parties' Agreement.

1. **RENTED PROPERTY:** PORTABLE STORAGE BUILDING as further described on the attached Work Order.
2. **CONDITION OF RENTED PROPERTY (Check one):** New: or Used:
3. **CASH PRICE/ESTIMATED FAIR MARKET VALUE OF RENTED PROPERTY:** \$6,370.00 plus applicable sales tax.
4. **TERM/MONTHLY RENTAL PAYMENT:** The term of this Agreement is for one (1) Month. CONSUMER may renew this Agreement for consecutive terms of one (1) month by making a rental renewal payment in advance for each additional month CONSUMER wishes to rent the property. The monthly rental payment is: \$235.93 (pre-tax rent) + \$16.52 (Sales Tax) = \$252.45 (Total) per month. Sales tax and total payment may change due to changes in tax law or corrections to tax figured at time of sale. If CONSUMER pays more than one payment in advance, such additional payments or overpayments will apply towards future rental payments until the Early Purchase Option is exercised.
5. **MONTHLY RENTAL PAYMENT DUE DATE:** Rent is due on the 1st day of each succeeding month.
6. **INITIAL PAYMENT:** CONSUMER'S initial payment is the TOTAL RECEIVED and is due before delivery and required for consummation of this Agreement. This initial payment includes the following charges:

MONTHLY RENT	+	SALES TAX	+	SECURITY DEPOSIT	+	COST REDUCTION	=	TOTAL RECEIVED
<u>\$235.93</u>		<u>\$16.52</u>		<u>\$200.00</u>		<u>\$0.00</u>		<u>\$452.45</u>
7. **OTHER CHARGES:** In-House Collection/Trip Charge (+ sales tax): \$300.00 or 10% of cash price, whichever is more. Late Fee: \$25.00 or legal maximum fee, whichever is less, plus sales tax. NSF Fee: \$30.00 per check or legal maximum.
8. **TOTAL COST:** If the CONSUMER chooses to purchase the rented property, and the CONSUMER does not choose the early purchase option in paragraph 9, the CONSUMER must renew this Agreement each month for 60 consecutive months by making the rental payments on time. This Total Cost does not include any other charges CONSUMER may incur such as late fees, trip charges, or NSF fees. These charges are addressed elsewhere in this Agreement. IF CONSUMER MAKES sixty (60) MONTHLY PAYMENTS ON TIME FOR A COST OF \$14,155.80 (plus tax) PLUS ANY OPTIONAL COST REDUCTION OF \$0.00 FOR A TOTAL COST OF \$14,155.80 (plus tax) AND OTHERWISE COMPLIES WITH THIS AGREEMENT, CONSUMER WILL ACQUIRE OWNERSHIP OF THE RENTED PROPERTY. COST OF LEASE SERVICES: Total Cost less Cash Price \$7,785.80 (plus tax). CONSUMER DOES NOT HAVE ANY OWNERSHIP RIGHTS, LEGAL TITLE, NOR AN EQUITABLE INTEREST IN THE RENTED PROPERTY UNTIL CONSUMER HAS MADE THE TOTAL NUMBER OF PAYMENTS TO PURCHASE OR EXERCISES THE EARLY PURCHASE OPTION.
9. **EARLY PURCHASE OPTION:** CONSUMER may purchase the rented property at any time by making the payment of any unpaid rental payments due plus 45% of the remaining Total Cost calculated at the time plus sales tax and any other applicable fees. CONSUMER must be current on all Agreement obligations to exercise the Early Purchase Option.
10. **RISK OF LOSS:** CONSUMER is responsible for the then assessed fair market value of the rented property on the date of loss if the rented property is lost, stolen, damaged, or destroyed. CONSUMER is encouraged to insure the rented property but is not required to purchase insurance from LESSOR or any insurer owned or controlled by LESSOR.
11. **MAINTENANCE/MANUFACTURER WARRANTY:** CONSUMER shall maintain the rented property in good condition, fair wear and tear excepted. If a repair is related to manufacturer, CONSUMER must contact LESSOR and request such repairs. If CONSUMER obtains ownership of the rented property, LESSOR will transfer any available unexpired manufacturer's warranty.
12. **TERMINATION:** CONSUMER may terminate this Agreement, without penalty, at any time, by voluntarily surrendering the rented property in good repair at the expiration of the lease term and paying any past due rental payments. See para. 15.
13. **REINSTATEMENT:** CONSUMER has the right to reinstate this Agreement pursuant to the terms set forth in para. 15.
14. **SECURITY DEPOSIT:** CONSUMER shall pay a security deposit of \$200.00. The security deposit shall be held by LESSOR as security for the performance of all terms of this Agreement. Such deposit (or such part thereof that has not been applied to remedy defaults of CONSUMER) shall be refunded, without interest, only on the expiration of the term of this Agreement, if CONSUMER has not been late on payments more than 2 times and if all obligations of CONSUMER have been performed (including payments of all charges, late fees, and/or repairs to rented property) or discharged and CONSUMER exercises the option to purchase. If LESSOR applies the security deposit to any breach by CONSUMER of the terms of this Agreement, CONSUMER must restore the deposit to its original amount upon demand.

CONSUMER AGREES THEY HAVE RECEIVED A LEGIBLE COPY OF THE ABOVE DISCLOSURES.

*SIGNATURE MUST MATCH PHOTO ID.

CONSUMER: _____ Date: _____ Order 53352 v1609.15 Page 1 of 4

15. **TERMINATION AND REINSTATEMENT:**

- a. CONSUMER may terminate this Agreement, without penalty, at any time, by voluntarily surrendering the rented property to LESSOR in good repair. If CONSUMER terminates, CONSUMER will owe any past due rental payments.
- b. If CONSUMER fails to make a timely rental renewal payment, this Agreement terminates automatically.
- c. CONSUMER agrees to remove any personal property from the rented property upon termination, whether such is caused by CONSUMER's default or lapse of time. CONSUMER agrees that any personal property not removed after the termination date will be deemed abandoned and will become property of LESSOR without any payment to CONSUMER. LESSOR may also choose to remove CONSUMER's personal property and store it at CONSUMER's risk and expense.
- d. If this Agreement terminates, for any reason, CONSUMER may reinstate it without losing any rights or options previously acquired by making all rental and other payments due within 10 days of the renewal date.
- e. If CONSUMER voluntarily returns the rented property within 10 days of the renewal date, the reinstatement period will be extended for an additional 30 days (60 days for Iowa Consumers; 90 days for OH Consumers) from the date of return. If CONSUMER has paid not less than 60% of the Total Cost, the reinstatement period shall be extended to a total of 90 days after the date of return. If CONSUMER has paid not less than 80% of the Total Cost, the reinstatement period shall be extended to a total of 180 days after the date of return.
- f. LESSOR may retrieve the rented property during any reinstatement period without affecting CONSUMER's right to reinstate as set forth above. If CONSUMER reinstates after returning the Property, CONSUMER must pay a redelivery fee.

16. **ALTERATIONS AND ADDITIONS TO RENTED PROPERTY:** CONSUMER shall not permit the rented property to be altered in any way and shall not permit the rented property to be tied to or otherwise affixed to any real estate such that the same cannot be removed without damage to the rented property. Rented property is not intended for human or animal occupancy and CONSUMER will be deemed in default on Agreement if the rented property is used as such.

17. **LESSOR'S RIGHT TO INSPECT AND TAKE POSSESSION OF RENTED PROPERTY:** LESSOR shall have the right to examine and inspect the rented property at all reasonable times. If CONSUMER does not renew this Agreement and fails to timely arrange for the return of the rented property, LESSOR shall have the immediate right to take possession of the rented property so long as possession can be accomplished without breach of the peace. By signing this Agreement, CONSUMER is representing to LESSOR that CONSUMER has authority to place the rented property upon/at the delivery address provided to LESSOR by CONSUMER and further authorizes any person having an interest in the real property to which the rented property hereunder is set upon, including but not limited to, landlords and/or property owners, the right to enter said property for the purpose of assisting LESSOR in inspecting and/or retrieving and removing the rented property.

18. **ACCESS EASEMENT:** For as long as CONSUMER is in possession of the rented property and until CONSUMER obtains ownership, CONSUMER grants LESSOR an access easement at the address where the Property is located so that LESSOR can deliver the rented property and retrieve it if this Agreement terminates. CONSUMER must not place any obstructions that would keep LESSOR or LESSOR'S agents from removing the rented property if CONSUMER does not renew this Agreement.

19. **ASSIGNMENT:** CONSUMER may NOT assign any rights under this Agreement to any third party without LESSOR's written consent which shall not be unreasonably withheld. If CONSUMER does so, CONSUMER will have breached this Agreement and LESSOR will have the immediate right to take possession of the rented property. LESSOR may sell, transfer or assign this Agreement without notice to CONSUMER. Unauthorized sale or transport of rented property may constitute theft and result in criminal prosecution.

20. **LOCATION OF RENTED PROPERTY:** The rented property shall be kept at the delivery address. Further, CONSUMER may NOT sell, mortgage, pawn, pledge, encumber, or otherwise dispose of the rented property. If CONSUMER does so, CONSUMER will have breached this Agreement and LESSOR will have the immediate right to possession of the rented property. Unauthorized sale or transport of rented property may constitute theft and result in criminal prosecution. The RENTED property may only be moved by carriers authorized in writing by LESSOR. There is a charge to move the rented property.

21. **OWNERSHIP, MAINTENANCE AND TAXES:** CONSUMER is responsible for any and all real estate and personal property taxes. LESSOR retains ownership to the rented property at all times and will collect from CONSUMER and will pay any sales tax which might be levied upon the property. CONSUMER does not own the property unless CONSUMER exercises the early purchase option or acquires ownership as provided by the terms of this Agreement. CONSUMER must maintain the rented property in good repair and working order as long as CONSUMER rents it.

*SIGNATURE MUST MATCH PHOTO ID.

CONSUMER: _____ Date: _____ Order 53352 v1609.15 Page 2 of 4

- 22. **LESSOR'S LIABILITY:** Notwithstanding anything contained in this Agreement to the contrary, LESSOR shall not be liable to CONSUMER or to any other person, firm or corporation by reason of the loss of, damage to or destruction of any contents contained from time to time in the rented property, unless such loss, damage or destruction is due to LESSOR's negligence or the negligence of LESSOR's agent(s) or employee(s). Damage caused by the retrieval and transport of rented property does not constitute negligence. In any event, and whether or not such loss, damage, or destruction of the personal property kept in the rented property is due to LESSOR's negligence, LESSOR's liability shall not exceed the fair market value of the rented property described herein. In this regard, CONSUMER warrants and guarantees to LESSOR that no property in excess of said limit of liability shall be placed in or stored in the rented property other than at CONSUMER's sole peril.
- 23. **LESSOR'S RIGHTS TO TAKE POSSESSION:** If CONSUMER does not renew this Agreement, LESSOR has the right to take possession of the rented property. If CONSUMER does not allow LESSOR to do so, CONSUMER agrees to pay LESSOR'S costs incurred in taking possession of the rented property including reasonable attorney's fees and court costs. By signing this Agreement, CONSUMER authorizes any person having an interest in the real property upon which the rented property is placed including but not limited to, landlords and/or owners, the right to enter said property for the purpose of assisting LESSOR in retrieval of the rented property.
- 24. **COST OF ENFORCING THIS AGREEMENT:** In the event LESSOR incurs costs or expenses in retrieving the rented property or otherwise enforcing the terms of this Agreement because of CONSUMER's breach thereof, LESSOR shall recover from CONSUMER all the costs and expenses by reason thereof, including, but not limited to driver trip fees, electricians, plumbers, laborers, LESSOR's reasonable attorney's fees, and court costs. More specifically, if CONSUMER defaults under the terms of this Agreement and LESSOR proceeds to retrieve the rented property, and CONSUMER then pays the amount in arrears after LESSOR has made the trip to retrieve the rented property, then CONSUMER shall pay LESSOR, in addition to the payments in arrears, the sum of \$300.00 or 10% of cash price, whichever is more, plus sales tax as reimbursement of said expenses.
- 25. **BANKRUPTCY NOTIFICATIONS:** Should CONSUMER file bankruptcy, CONSUMER's attorney must be advised that this rental purchase agreement meets the requirements of the applicable state's Rental Purchase Agreement Act. Therefore, CONSUMER will be required to either assume or reject this Agreement. The true and proper placement of CONSUMER's debt to LESSOR is as an "unexpired lease/executory contract." The RENTED property is not considered to be a personal asset, personal property, secured property, or secured asset of CONSUMER. Any listing of such could compel LESSOR to file for relief of automatic stay in order to recover the rented property.
- 26. **CONDITION OF THE RENTED PROPERTY:** LESSOR and CONSUMER agree that CONSUMER has examined the rented property, knows its condition and has agreed to rent the property in an "as is" condition and that LESSOR has made no representations, warranties, or promises of any kind or nature, either expressed or implied, as to the condition, quality, suitability, or fitness of purpose of the rented property. LESSOR agrees to transfer any manufacturer's warranty applicable.
- 27. **GOVERNING LAW/VENUE:** If permitted by applicable state law, CONSUMER agrees that the laws of the State of Tennessee, Lessor's home state, shall govern this agreement and all legal action (by either party) will be initiated in the State of Tennessee. If prohibited by applicable state law, the law of the state where this agreement was executed or the law of the state where CONSUMER resides will apply and all legal action will be initiated in said state.
- 28. **CHANGES TO THIS AGREEMENT:** This Agreement sets forth the parties entire agreement and may not be changed except by a writing signed by both parties; however, clerical or other errors made by lot personnel are subject to correction by LESSOR. CONSUMER will be notified if payment amount or related essential terms are deemed by LESSOR to be in error.
- 29. **SEVERABILITY CLAUSE:** Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of the agreement.
- 30. **CLASS ACTION WAIVER:** All claims arising out of/relating to this Agreement must be brought in an individual capacity and not as a plaintiff or class member in any purported class or represented pleading.
- 31. **DISPUTES AND ARBITRATION:** If a dispute arises under this Agreement, the parties will initially attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, either party may bring suit against the other in a civil court having authority to hear replevin actions with the limitation that matter(s) with potential damages over \$25,000.00 must be submitted to binding arbitration governed by the Federal Arbitration Act.
- 32. **PERMITTED COMMUNICATION WITH CONSUMER:** CONSUMER agrees that LESSOR or its agents, including debt collectors, may contact CONSUMER regarding this Agreement/account at any number CONSUMER provides to LESSOR, including CONSUMER'S place of employment, unless CONSUMER notifies LESSOR in writing to not communicate with CONSUMER at work. If CONSUMER provides LESSOR with a cell phone number, CONSUMER agrees that LESSOR may contact CONSUMER using that number and may also contact CONSUMER via text messaging or email, regardless of whether CONSUMER is charged by his or her service provider for the text or call. CONSUMER also agrees to be contacted via automatic dialing and prerecorded message system.

THIS LEASE PURCHASE AGREEMENT IS REGULATED BY STATE LAW AND MAY BE ENFORCED BY THE ATTORNEY GENERAL OR BY PRIVATE LEGAL ACTION.

YOU ARE RENTING THIS PROPERTY. YOU WILL NOT OWN IT UNTIL YOU MAKE ALL OF THE REGULARLY SCHEDULED PAYMENTS OR YOU USE THE EARLY PURCHASE OPTION. YOU DO NOT HAVE THE RIGHT TO KEEP THE PROPERTY IF YOU DO NOT MAKE REQUIRED PAYMENTS OR DO NOT USE THE EARLY PURCHASE OPTION. SUBJECT TO YOU GRACE PERIODS AND REINSTATEMENT RIGHTS, THE LESSOR MAY REPOSSESS THE PROPERTY IF YOU FAIL TO MAKE RENTAL PAYMENTS AS SCHEDULED. YOUR RIGHTS AND RESPONSIBILITIES ARE FULLY EXPLAINED IN THIS RENTAL-PURCHASE AGREEMENT.

***SIGNATURE MUST MATCH PHOTO ID.**

CONSUMER: _____

Date: _____

NOTICE TO LESSEE - READ BEFORE SIGNING

- DO NOT SIGN THIS BEFORE YOU READ THE ENTIRE AGREEMENT, EVEN IF OTHERWISE ADVISED.
- DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- YOU HAVE THE RIGHT TO EXERCISE ANY EARLY BUY-OUT OPTION AS PROVIDED IN THIS AGREEMENT. EXERCISE OF THIS OPTION MAY RESULT IN A REDUCTION OF YOUR TOTAL COST TO ACQUIRE OWNERSHIP UNDER THIS AGREEMENT.

***SIGNATURE MUST MATCH PHOTO ID**

CONSUMER SIGNATURE: _____ DATE: _____

WITNESS SIGNATURE: _____ DATE: _____
 (Salesperson) (Witness confirms customer is same person as on provided ID)

Consumer: James Clark

Date of Birth: 03/12/1965

Social Security #: 236-15-3478

Driver's License #: E238655

Primary Phone: (304) 682-0074

Work Phone: _____

Cell Phone: _____

Employer: Alpha natural

Employer Phone: (304) 732-0205

Landlord: Own

Landlord Phone: (304) 682-0074

Required References

Reference 1

First Name: Shawn

Last Name: Clark

Phone: (304) 923-1234

Reference 2

First Name: Linda

Last Name: Keaton

Phone: (304) 253-5800

*****OFFICE USE ONLY*****

RENTAL COMPANY SIGNATURE: _____ DATE: _____

ASSIGNMENT

As evidenced by the signature below, LESSOR hereby sells and assigns to _____, its successor and assigns, all rights, title and interest it has in this Agreement. LESSOR gives assignee full power, either in its own name or in LESSOR's name, to take all legal and other action which LESSOR could have taken in its own right under this Agreement.

ASSIGNEE: _____

LESSOR: _____

BY: _____



Directions

Customer Name: James Clark

Delivery Address: 86 Byrd alley Glen fork, WV 25845

Primary Phone: (304) 682-0074

Cell: _____

Directions:

Call ahead