

College Services, Inc.
1301 3rd Street South, Moorhead, MN
(218) 233-5735
www.csilofts.com

RENTAL AGREEMENT

Lessee Agrees That:

Lessee has rented for the academic year at (your school), a bed loft from College Services. Rental fee is \$100.00 which includes a \$10.00 refundable security deposit. An additional \$5.00 for rental of a shelf.

Lessee hereby agrees that:

1. “**Lessee**” will lease the product(s) listed above (the “**Product**”) from **College Services, Inc.** (“**Lessor**”) 1301 3rd Street South, Moorhead, MN 56560 (218)233-5735; www.csilofts.com 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 **Lessee** 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. 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 **defrosted, clean** and **dry** (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