

**A-Arkansas Mobile Barns, Inc.**  
**211 Spring Street**  
**Little Rock, AR 72201**  
**(866) 457-1735 (toll free)**

**Lease Agreement**

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Employer \_\_\_\_\_  
Bank \_\_\_\_\_ Acct. No. \_\_\_\_\_

Phone \_\_\_\_\_ 2<sup>nd</sup> Phone \_\_\_\_\_

Address of Unit Location: Name, Address and Phone Number of Owner of Real Estate where Unit will be located (attached copy of lease or purchase contract): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attached map or map on back for directions

Size of unit \_\_\_\_\_ Number \_\_\_\_\_

**Condition of Barn**

Left side of barn: \_\_\_\_\_ Front & Back: \_\_\_\_\_

Right side of barn: \_\_\_\_\_ Roof & Door: \_\_\_\_\_

Misc. \_\_\_\_\_  
\_\_\_\_\_

PRINT NAME \_\_\_\_\_

(initial one)

Set up fee \_\_\_\_\_

\_\_\_\_\_ I authorize you to charge the payments on the credit card below

Deposit \_\_\_\_\_

\_\_\_\_\_ In the event that any payment due herein is not paid within 5 days of the due date I authorize you to charge the payment on the following credit card:

Rent prorated \_\_\_\_\_

Amount due \_\_\_\_\_

Type \_\_\_\_\_ # \_\_\_\_\_

Expiration Date \_\_\_\_\_

\_\_\_\_\_  
Signature

**TERMS (Six Months Minimum)**

Payments of \_\_\_\_\_ to be paid the first of every month to the Lessor at the above address.

THIS LEASE CANNOT BE CANCELED BEFORE THE SIX MONTH MINIMUM and is subject to the TERMS AND CONDITIONS contained herein.

**TERMS AND CONDITIONS**

1. Term: The term of this lease commences upon the date of delivery and ends no earlier than six months after such date.
2. Rent: Lessee shall pay the rent payments shown above, payments shall be due the first day of each month thereafter.
3. Indemnify: Lessee shall indemnify lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including reasonable attorneys' fees arising out of, connecting with, or resulting from the property subject to this lease, including without limitation the delivery, use, operation, or return of the property.
4. Lose or Damage: Lessee assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to the Barn(s), of or to lessee's personal property while being stored in lessor's barn from any cause whatsoever, whether or not covered by insurance, and no such loss shall release lessee of its obligation hereunder in the event of loss or damage. Lessee bears the entire risk of damage to his/her personal property while being stored in Lessor's barn.
5. Assignability: Lessee shall not (a) assign, sublet, transfer, pledge, hypothecate or otherwise dispose of this lease or the Barn(s).
6. Location and Maintenance: At its own risk, lessee shall use or permit the use of the Barn(s) solely at the location specified in the lease. Said Barn(s) shall not be moved without lessor's prior written consent.
7. Lessee shall maintain the Barn(s) in good repair and condition, shall not use the Barn(s) unlawfully, shall not alter the Barn(s), at termination, lessee shall turn over possession of the Barn(s) in good repair, ordinary wear and tear excepted, to lessor.
8. Barn(s) is to be used for property storage only. Under no circumstances is Barn(s) to be used for human or animal habitation.
9. If a security deposit is paid by Lessee it shall be held by Lessor to compensate Lessor for any damages to the Barn and to guarantee the performance of this lease.
10. Title; Personal Property: The Barn(s) is, and shall at all times remain personal property of lessor.
11. Default and Remedies: Lessee shall be in default if lessee shall:
  - (A) Fail to pay any rent or other amount required herein when due and payable; or
  - (B) Fail to perform or observe according to its terms any covenant contained in this lease; or
  - (C) Become insolvent (however defined), cease business as a going concern, make an assignment for the benefit of creditors, cause a petition to be filed for receiver or in bankruptcy; or
  - (D) Commit or fail to commit any act which results in jeopardizing the rights of the lessor.
  - (E) **LESSOR SHALL HAVE A LIEN ON ALL PROPERTY STORED WITHIN THE BARN LEASED FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, AND FOR EXPENSES REASONABLY INCURRED IN ENFORCING THE LIEN, AND IN THE EVENT OF DEFAULT OF THIS AGREEMENT FOR FAILURE TO PAY RENT, THE LESSOR SHALL HAVE THE RIGHT TO SELL THE PERSONAL PROPERTY STORED IN SAID UNIT IN ORDER TO SATISFY THE LIEN.** Enforcement of the Lessor's lien shall be performed in accordance with Arkansas Code Annotated §18-16-407.
  - (F) If the Lessee is in default, Lessor with, or without notice, to Lessee shall have the right to all of the following remedies:
    - (1) Elect that the rental payments due hereunder be accelerated and the entire amount of rental be due immediately.
    - (2) Terminate this lease.
    - (3) Enter upon Lessee's premises and without any court order or other process of law repossess and remove said Barn(s) whether with or without notice to Lessee. Repossession may include entering Lessee's premises and securing the Barn(s) with Lessor's lock, or it may consist of picking up the barn(s). Any such repossession shall not constitute a termination of this lease unless Lessor so notifies lessee in writing.
    - (4) In the event sub-section (3) is exercised, there shall be due from Lessee the total unpaid rental, plus all costs and expenses of Lessor in repossession, transporting, repairing, selling, or otherwise handling the Barn(s).
    - (5) To proceed to foreclosure the Lessor's lien.
    - (6) Retain any deposits as liquidated damages.
12. Notices and Demands: Service of all notices under this agreement shall be sent by United States mail addressed to the respective address herein set forth.
13. Service Charge and/or Interest: If any rental installment is not paid within five (5) days after the due date thereof, Lessee shall pay to Lessor a service charge in the amount of \$1.00 for each day late together with any expenses incurred in collecting the late payment.
14. Warranties: Lessor makes no express or implied warranties and leases the Barn(s) "as is" and "with all faults".
15. In the event that Lessor shall bring suit for any breach or violation on this agreement by Lessee, the Lessor shall be awarded reasonable attorney fees, which shall be fixed by the court in such action.
16. Miscellaneous: This instrument constitutes the entire agreement between Lessor and Lessee and is irrevocable for the term hereof, and it shall not be amended except by a written agreement. Any failure of the lessor to require strict performance by the Lessee shall not be construed as a consent or waiver of any other breach of the same or other provision. If any portion of this contract is deemed invalid, it shall not effect the rest of this agreement.

In witness whereof the undersigned hereby execute this lease. Please send any notices to the above billing address.

**LESSEE:**

**LESSOR: A-Arkansas Mobile Barns, Inc.**

\_\_\_\_\_  
(Signature of Lessee)

\_\_\_\_\_  
(Lessors Agent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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**Condition of Barn**

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Misc. \_\_\_\_\_  
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4. Lose or Damage: Lessee assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to the Barn(s), of or to lessee's personal property while being stored in lessor's barn from any cause whatsoever, whether or not covered by insurance, and no such loss shall release lessee of its obligation hereunder in the event of loss or damage. Lessee bears the entire risk of damage to his/her personal property while being stored in Lessor's barn.
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**LESSOR: A-Arkansas Mobile Barns, Inc.**

\_\_\_\_\_  
(Signature of Lessee)

\_\_\_\_\_  
(Lessors Agent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)