

RENTAL AND PURCHASE AGREEMENT

This RENTAL AND PURCHASE AGREEMENT ("Agreement") is made as of this _____ day of _____, 2009 between **KELLY HARRIS** ("Landlord"), owner of Pine Designs, and **JESSE PATTERSON** ("Tenant"), owner of Ben's Brewed Beans (collectively, the "Parties").

Landlord hereby agrees to rent to Tenant access to the driveway located between Pine Designs and Ben's Brewed Beans, located in the City of Lexington, Commonwealth of Virginia, commencing on the 1st day of February and monthly thereafter for five (5) years, at which time Tenant shall purchase the property in accordance with Paragraph 7. Landlord rents access to the aforementioned premises to Tenant on the following terms and conditions:

1. Rent

Tenant agrees to pay Landlord as base rent the sum of \$300 per month, due and payable monthly in advance on or before the first day of each month during the term of this agreement. Rent must be received by 5:00 P.M.

2. Payment of Rent

Monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Rent shall be made payable to Kelly Harris and hand delivered (or sent by mail at Tenant's risk) to Landlord at Pine Designs. Any rents lost in the mail will be treated as if unpaid until received by Landlord.

3. Rental Collection Charge

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received prior to 5:00 P.M. on the 1st of the month, regardless of cause including dishonored checks, Tenant further agrees to pay a late charge to Landlord equal to fifty dollars (\$50) for each day the rent is late. Landlord may, at his discretion, waive any and all late fees assessed in this manner.

4. Bad-Check Servicing Charge

In the event Tenant's check is dishonored and returned of any reason to Landlord, Tenant agrees to pay as additional rent the sum equal to thirty-five dollars (\$35) for each occurrence. This amount shall be in addition to all late fees, if check is not paid prior to the first of the month. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

5. Use

Use of the driveway by Tenant is limited to uses necessary for the operation of its drive-through window. Any other uses shall be deemed in violation of this Agreement.



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6. Landlord Obligations

For the duration of this Agreement, Landlord agrees to the following, to the extent commercially viable and reasonable:

- (a) To keep the driveway clear so that reasonably sized vehicles may continue on to Tenant's drive-through.

7. Tenant Obligations

For the duration of this Agreement, Tenant agrees to the following:

- (a) To install and utilize a stoplight system on the corner of the Ben's Brewed Beans building to limit the line of cars in the driveway so as to not impair the ability of Landlord's trucks to access his loading area.

8. Purchase Agreement

Upon the termination of this Agreement, Tenant agrees to the following:

- (a) To purchase the driveway located between Pine Designs and Ben's Brewed Beans, located in the City of Lexington, Commonwealth of Virginia for the sum of \$15,000.

- (b) To offer Landlord one of the following:

- (1) An easement in the driveway for unrestricted access between 6pm and 6am.
- (2) A fair and reasonable rental agreement for use of the driveway.

9. Adjustment Period

The Parties understand that provisions of this Agreement may be difficult to implement immediately, and to the extent reasonable and appropriate, the Parties agree to be forgiving in transgressions for the first six (6) months of this Agreement.

10. Binding Arbitration

In the event that either Party feels that any provision of Paragraphs 7 or 8 were violated, the Parties agree to submit to binding arbitration with ARBITRATIONS-R-US, located at 121 South Jefferson Street, Lexington, Virginia.

11. Assignment of Agreement

Both Tenant and Landlord agree that either party may assign any and all of their respective duties and obligations contained in this Agreement without consent of the other party. Within seven (7) days of such assignment, both the assigning party and new assigned party must notify the other party to this Agreement. Such notice



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must include (a) the rights and obligations assigned, (b) the effective date of the assignment, and (c) the duration of such assignment.

12. Legal Obligations

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

13. Validity of Lease Provisions

Any provision set forth in this Agreement which is contrary to the state laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provision of the Agreement shall remain in full force and effect.

14. Waiver

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to use, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

15. Legal Binding

Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract.

Accepted this ____ day of _____.

Kelly Harris, Landlord

Jesse Patterson, Tenant



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