

## Residential Appliance Lease Agreement & Terms

This Lease Agreement ("Agreement") is made between **Red Dirt Appliance LLC** ("Lessor," "we," or "Red Dirt Appliance") and the customer listed on the order or rental form ("Lessee," "you," or "Customer"). By accepting delivery or using the appliance(s) ("Equipment"), you agree to all terms below.

## 1. Lease Only - Not a Purchase

This is a rental agreement, not a sale.

You do not gain ownership of the Equipment, regardless of how long you lease it.

The Equipment must be returned to Red Dirt Appliance LLC when the lease ends or upon default.

Do not remove or cover Red Dirt labels on the Equipment.

#### 2. Rental Rates & Payment

Rental begins on the day Equipment is delivered. We will prorate first month. Subsequent payments are charged 1<sup>st</sup> of the month, prepaying for the month of rental.

<b>Equipment Type</b>	Monthly Rate	Terms
Washer & Dryer Set	\$50/month	Month-to-month

Payments are billed automatically through the card on file. Notify through email, text, phone or payment portal of any changes to payment information 24 hours prior to authorization.

Fee	Amount	Notes
Late Payment Fee	\$15	Applied the day after due date
Declined / Failed Payment Fee	\$3	Per failed transaction
Missed Delivery / Pickup / Service Window	\$30	You will be given a <b>1-hour appointment</b>
		window
Replacement Cost (loss, theft, destruction, or failure to	Up to	Based on retail replacement value
return)	\$1,000	

### 3. Terms & Cancellation

• Rent continues until the Equipment is physically retrieved by Red Dirt Appliance

### 4. Service and Repairs

Red Dirt Appliance will repair or replace Equipment due to **normal mechanical failure** at no charge. You agree not to repair, disassemble, or alter the machine yourself.

You are responsible for repair or replacement costs if damage results from:

- Overloading or unbalanced loads
- Foreign objects in drums, pumps, or drains
- Misuse, abuse, neglect, or improper operation

If repairs cannot be completed within 5 business days, a comparable replacement unit will be provided at no additional cost



## 5. Location of Equipment & Moving Policy

Equipment must remain at the original delivery address. If you move:

- You must notify Red Dirt Appliance.
- Red Dirt will relocate the equipment at no charge.
- You must be present for relocation.

Unauthorized moves result in:

- Loss of service coverage
- Liability for damage

#### 6. Loss, Theft, Destruction, or Failure to Return

If Equipment is:

- Not returned upon request
- Lost or stolen
- Damaged beyond repair
- Or made inaccessible for retrieval

You agree to pay the replacement cost up to \$1,000 plus any applicable collection costs.

#### 7. Default

You are in default if:

- A payment is 14 days late
- You refuse access for pickup or service
- You move Equipment without notifying Red Dirt Appliance
- Equipment is intentionally damaged or neglected

Upon default, Red Dirt may:

- 1. Cancel the lease
- 2. Retrieve Equipment
- 3. Charge unpaid rent through retrieval date
- 4. Charge up to \$1,000 replacement cost if Equipment cannot be recovered
- 5. Submit unpaid balance to collections
- 6. Accounts over 30 days past due are submitted to a third-party collection agency for replacement value and any fees.

Retrieval of Equipment in Default:

In the event of default, Customer authorizes Red Dirt Appliance LLC to coordinate with the leasing office or property management to obtain a key to retrieve the Equipment.

Customer agrees that Red Dirt may retrieve Equipment without the Customer being physically present, provided entry is conducted peacefully and only for Equipment removal.

## **8. Customer Presence Requirement**

You must be home during:

- Delivery
- Service calls
- Replacement
- Relocation

Initials:



# 9. Liability & Indemnity

You agree to operate the Equipment safely and according to manufacturer instructions. You accept responsibility for damage caused by misuse or neglect.

Red Dirt Appliance LLC is not liable for:

- Water leaks
- Floor damage
- Electrical issues
- Building plumbing failures

Customer acknowledges responsibility for ensuring the home has proper plumbing, drainage, electrical, and flooring conditions to support appliances

## 10. Arbitration

Any dispute arising out of this Agreement shall be resolved by **binding arbitration** under Georgia law. By renting, you waive the right to a jury trial.

## 11. Company Contact

**Red Dirt Appliance LLC** 

Newnan, Georgia Phone: **470 – 215 - 2984** 

Email: reddirtapplianceco@gmail.com

Name:		
Email :		
Phone:		
Service Address:		
Community Name:		Floor:
Dryer Plug Type:		
Install Date:	Install Time:	
Removal Date:	Removal Time:	
Dryer Serial Number:	Washer Serial Number:	
Signature:		
Data		