

Music Mart Band and Orchestra Rent-to-own Agreement 413 Noble St. Fairbanks, Alaska 99701

Lessee Name: Last _____ First _____ Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone _____ Social Security # _____ Date of Birth _____
 Residence Own/Rent _____ Months _____ Years _____ Driver's License # _____ E-Mail _____
 Previous Address _____ City _____ State _____ Zip _____
 Employer _____ Rotation Date (armed services) _____ Employer's Address _____
 Term of Employment _____ Months _____ Years _____ Employer's Phone _____ Job Title _____
 Spouse _____ Employer _____ Phone _____
 Nearest Relative _____ Relationship _____ Phone _____
 Address _____ City _____ State _____ Zip _____
Student Name _____ **School/Grade** _____ **Music Teacher** _____

INSTRUMENT INFORMATION – 3 Month minimum rental

Description	Serial No	Value

- Included accessories**
- Mouthpiece Neck Strap
 - Ligature Sax End Plug
 - Mouthpiece Cap Flute Cleaning Rod
 - Other _____

Definition: N=New; L/N= Like New; U=Used

Customer is responsible for all lost items upon return

Maximum amount that may apply toward purchase; \$ _____ Initial rental fee + monthly payments x months paid. (Maximum = _____ months)
 MUSIC MART (lessor) agrees to rent to the undersigned the equipment at the Total Fee specified for an initial period of _____ months.
 Following the initial period, Lessee may; 1) Continue to rent the instrument at a regular monthly payment; 2) Exercise the purchase option; or, 3) At any time during the rental, return the instrument without further obligation except for any outstanding balances which may be due at the time of return. Lessor reserves the right to adjust rates and terms as economic conditions dictate.
 At any time during the rental period, lessee may trade up to a higher level instrument, without loss of previous monies paid, but with an adjustment to cover cost of next instrument level.

DIRECT DEBIT / CREDIT AUTHORIZATION

I authorize MUSIC MART to directly debit the monthly payments of _____ from, ___MC ___VISA ___AMEX ___DISCOVER, on the ___ day of each month for a maximum duration of nine months.

CC# _____ Exp _____ Customer Initials _____

BANK _____ Account (ABA#) _____ Phone _____

Your regular monthly due date is _____ of each month. Payments start on _____

- Do not sign this agreement before you read the entire agreement including any writing on the reverse side. Do not sign if it has any blank spaces.
- You are entitled to an exact copy of this agreement when signed

RENTAL TERM

Initial rental Fee _____ months @ _____ = _____
 Maintenance / Repair Fee _____ Months @ _____ = _____
TOTAL INITIAL PAYMENT \$ _____

Monthly Rental Fee _____
 Maintenance / Repair _____
 Regular Monthly Payment _____

As a condition of this rental, the undersigned warrants and represents that he/she is over 18 years of age and that the information stated above is true and correct. Also, the undersigned is held liable for and loss, damage, late payments, etc. even though another person may be using the equipment. Lessee has read and agrees to the conditions stated on the front and reverse of this agreement.

LESSEE'S WRITTEN SIGNATURE _____ DATE _____ SALES ASSOCIATE _____

Band and Orchestra Rent-to-own Contract (3 month min.)

1. General Guidelines:

Lessee agrees that this is a Rental-Purchase Option agreement and not an installment sales contract or security agreement. There is never an obligation to purchase an instrument. Rental customer, here after referred to as "Lessee", will never own this instrument / equipment unless lessee exercises the Purchase Option (see below). A \$2.00 charge will be added to every delinquent payment using a 7 day grace period. Payment must be postmarked by the 7th day or it is considered LATE. NSF checks will receive a \$25 administration charge. Lessee may terminate this contract at any time by returning the instrument to MUSIC MART (Lessor) and settling up rental fees and all late charges. Rental fees will be charged up to the date of return. The "initial rental period" is a non-refundable minimum obligation. Returns made more than 7 days after current month's due date will be charged for a full month's rental fee. At the time of the return, the current month's prepaid rental fee will not be prorated for refund. No refunds on accessories will be included. Lessee understands that if rental account becomes more than 60days past due, Music Mart (Lessor) may submit the account to collections and the Lessee will be responsible for the full purchase price of the rental instrument plus any due rental fees and late charges including all costs incurred by MUSIC MART (Lessor) attributed to collection. Acceptance of this contract is subject to credit verification and final approval by MUSIC MART credit department.

2. Purchase Option:

Lessee has the option to purchase the rental instrument at any time during the duration of this contract by paying the "Instrument Value" less all base rental fees paid up to a maximum of (see front) months, no other fees or charges paid apply toward purchase (tax, maintenance, and repair fees do not apply). Lessee will never acquire ownership unless Lessee exercises the purchase option. Upon exercise of purchase option, MUSIC MART (Lessor) will transfer title of the instrument and the manufacturer's warranty (if applicable) to the rental Lessee free and clear of any encumbrances. If Lessee is renting a used instrument, Lessee can exercise the Purchase Option and apply the credit toward an upgraded or new instrument of "like type" as long as the value of the trade up instrument is equal or higher than the rental unit. If Lessee began their rental with a new instrument, Lessee can exercise the Purchase Option to buy the rental they have or, apply purchase toward an upgraded (step-up) new instrument of "like type".

3. Maintenance:

MUSIC MART (Lessor) guarantees the playability of each rental instrument for the entire rental period. A limited maintenance protection plan is included with your rental payment to cover non-negligent minor repairs during the rental period. It is the responsibility of the rental Lessee to inform MUSIC MART (Lessor) of the need for repairs or maintenance.

Reasonable care of the instrument is required while in Lessee's possession. If the repair cannot be completed within 10 days of receipt of the instrument, Music Mart (Lessor) will furnish (if a loaner instruments is available) a replacement instrument at no cost to the Lessee. Abuse, frequent problems due to misuse, neglect or vandalism is not covered by this plan and subsequent repairs may be charged to the Lessee at MUSIC MART (Lessor's) discretion. Disposable accessories (i.e., reeds, oil, grease, strings, rosin, drumheads, swabs, etc.) are the responsibility of the Lessee to purchase for proper care of the instrument during the rental term. Non-disposable parts and accessories (i.e., case straps, bows, mouthpieces, neck straps, flute rods, finger rings, valve slide protectors, etc.) if provided with rental must be returned with the instrument upon termination of the contract. Missing non-disposable parts and accessories are the responsibility of the Lessee and if missing will be charged to the Lessee upon instruments return. No one, including the Lessee, may work on the instrument other than MUSIC MART's (Lessor's) authorized service center. Do not attempt any repairs on your own, as it will void the plan. Maintenance Plan is effective only when all fees are paid and only for the duration of this contract. MUSIC MART (Lessor) has the right at any time to terminate this agreement for misuse or negligent care.

4. Theft:

If the instrument is stolen or destroyed in a fire, the Lessee is responsible to MUSIC MART (Lessor) for the entire replacement cost of instrument. It is the responsibility of the Lessee to insure or add to home owners or renters policy.

5. Late Returns:

The instrument may be kept only at Lessee's stated address. Upon termination of the contract, the Lessee is responsible to return the instrument to Music Mart (Lessor) in substantially the same condition as when the Lessee received it with the exception of normal wear. Do not return the instrument to any school or school employee. Lessee is responsible for all rental fees and the security of the instrument until instrument is in the possession of MUSIC MART (Lessor). Lessee agrees to pay MUSIC MART (Lessor) any cost incurred in the return of the instrument. MUSIC MART (Lessor) has the right to terminate this contract at any time if Lessee is in default of payment. In such an event, Lessee agrees to promptly return the instrument to MUSIC MART (Lessor) and all purchase option credits to be forfeit. Any default of this contract allows MUSIC MART (Lessor) to take possession of the instrument wherever found, with or without Lessee's knowledge.

6. Not Assignable:

This contract and/or instrument is not assignable by the rental customer (lessee) at any time and may not be rented to others.

7. Direct Debit Terms & Conditions:

The authorization to charge your bank account or credit card is the same as if you have personally signed a check to MUSIC MART. This agreement will remain in effect until you notify MUSIC MART in writing. A record of your payment will be included in your bank or cc statement. If there is an error, you are responsible for notifying MUSIC MART so we can correct it. You have the right to ask your bank or cc company to reverse any transfer. Please handle all errors directly with MUSIC MART.

INSTRUMENT FULL PRICE	PRICE if paid within 3 Months	Payment 1	Payment 2
Payment 3	Payment 4	Payment 5	Payment 6
	Payment 7	Payment 8	Payment 9