

# Music Scene Rental Instrument Agreement (Effective 6/1/19)

## TERMS OF AGREEMENT

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1. All rental payments will apply toward the purchase of the instrument. If the instrument is returned prior to the completion of the rental term, no refund will be given, as all money received shall be considered rental payment until full payment is made.
2. Only credit/debit cards, or bank drafts will be accepted as method of monthly rental payment. Cards will be charged on the 5<sup>th</sup> each month. Customer is responsible for letting Music Scene know of any changes to their card.
3. Music Scene LLC is to retain full title and ownership of the instrument until full payment has been made, and renter agrees not to sell, mortgage, remove from state or country, or otherwise dispose of the instrument until such full payment has been made.
4. If rental payment is declined for any reason, a **\$10.00 processing fee** will be applied when the installment payment is made.
5. At any time during the rental period, the customer can return the instrument. A returned instrument must be in good condition with normal wear allowed. Instruments returned with excessive damage will result in additional costs being assessed, determined by the Music Scene repair shop.
6. At any time during the first 24 months of the rental agreement, the customer may purchase the instrument at 25% off their remaining rental balance. Rental balance is calculated as: (remaining months to pay on the rental contract X the monthly rental amount of the instrument).
7. Should the customer default on **2 consecutive monthly payments**, Music Scene LLC will notify customer and student's band director that a collection agency will repossess the instrument within 15 days. Full payment for delinquent payments and late fees will be required before the instrument can be returned to the customer.

## REPAIR AND MAINTENANCE PLAN

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1. The purchase of a REPAIR AND MAINTENANCE PLAN is available: \$5.00 per month for student flute, clarinet, trumpet, trombone, and drum & bell kit and \$8.00 per month for student saxophone. Payable in concurrence with the monthly rental payment on the 5<sup>th</sup> of every month.
2. Coverage can only be initiated at the beginning of a rental contract and can be terminated any time.
3. In the event the instrument is damaged or deteriorates in performance for reasons other than misuse, Music Scene LLC will repair and/or adjust the instrument at no charge, as long as the instrument is covered by a REPAIR AND MAINTENANCE PLAN.
4. All covered repairs must be made by staff at Music Scene LLC. Any unauthorized repairs may void coverage under the REPAIR AND MAINTENANCE PLAN.
5. Coverage includes accidental damage which affect the playability of the instrument. It does not include cosmetic damage or replacement of consumable items including but not limited to: drum heads, sticks, strings, bows, reeds, pads, corks, lubricants, case hinges, or straps.
6. Theft of instrument is not included in the REPAIR AND MAINTENANCE PLAN.
7. Music Scene LLC must be notified immediately of any damage to claim coverage.
8. Rental payments must not be delinquent in order for coverage to be in effect.
9. By declining to enroll in a REPAIR AND MAINTENANCE PLAN, the customer assumes all responsibility for damage, repair costs, or losses pertaining to the instrument.