

- 1.** The undersigned renter agrees to all terms as stated in this agreement. Minimum rental period is 2 months. Rent continues on a month to month basis until terminated by either party. Rent is due **at the beginning of each month** and **payments are non-refundable**.
- 2.** At the end of the two month period and each month thereafter the renter has the choice of renting month to month or returning the instrument to MUSIC 6000 Inc. Renter will be released from the terms of the agreement only upon the receipt of instrument by MUSIC 6000 Inc., and prorating of costs.
- 3. Rental payments not received by the 18th of each month shall incur a late charge of \$5.00**, in addition to rental fees. Renter agrees to have automatic payments using the credit card on file. If renter's card on file fails to authorize they will incur late fees. Renter is responsible for updating bank card information.
- 4.** If the renter fails to make monthly payments as scheduled, the renter is obligated to either return the instrument to the store immediately, or pay the balance due on the instrument in full. **Should default occur for more than 45 days on any rental payment, MUSIC 6000 Inc. can take possession of the instrument without court action.** Renter waives all claims against MUSIC 6000 Inc. arising from such repossession. Renter is liable for all attorney fees and costs incurred by MUSIC 6000 Inc. in enforcing this rental agreement or any other rights by law. **Failure to promptly return the rental instrument, upon violating rental agreement terms, may result in criminal prosecution (RCW code 9.45.062).**
- 5.** The full amount of the first **18** months of rental payments as specified in section A (excluding maintenance fee, limited damage, theft & fire waiver, sales tax, and late fees), shall apply towards the purchase price of this instrument. **Renter may only use rental credit towards the instrument that is currently being rented at the purchase price as specified in the agreement. Renter may exchange the instrument on this agreement for only a like instrument that is of equal or greater value in the MUSIC 6000 Inc. rental inventory.** Renter may purchase this instrument at anytime during this contract by subtracting the amount of accrued rent credit (section A.) from the purchase price and paying the balance. In the event that the renter exchanged an instrument on this contract the 18 months of rent that applies towards purchase will include the previous months of the previous rental instrument. **A renter is entitled to a maximum of 18 months of rental credit towards purchase regardless of the number of times an instrument is exchanged or how long the instrument is rented.**
- 6.** Renter shall keep instrument in as good as condition as he or she received it minus normal wear. Renter shall be responsible for the cost of any missing parts of the instrument that are not returned with instrument at the completion of the rental. This includes but is not limited to mouthpieces, ligatures, hardware, end caps, bows, etc. Renter is also responsible for any willful or negligent damage to the instrument as determined by Music 6000 Inc. Excludes accidental damage acquired from normal use of the instrument in school related situations.
- 7.** MUSIC 6000 Inc. retains full ownership of instrument during the rental period.
- 8.** A valid major bank credit card will be required as a **Security Deposit** on all rentals. A valid bank card # must be in effect for the entire rental period. If for any reason the bank card used at the start of this agreement is no longer valid then: A. A valid bank card # must be given; or B. The instrument must be returned to Music 6000 Inc. immediately or ; C. The instrument must be paid for.
- 9. Renter must notify Music 6000 Inc. in the event that they move or the instrument is in a new location. Under no circumstances may the instrument be taken out of Washington State. Music 6000 Inc. will begin immediate criminal prosecution if the renter violates this provision.**
- 10.** MUSIC 6000 Inc. will replace the instrument with one of like age and condition if the instrument is lost as a result of fire, theft, or accidental damage beyond repair at the time the instrument was in the student's home or authorized school location (cabinet, locker, or music room) **This shall be subject to a 30% deductible.** This guarantee shall be voided if instrument was lost or left in a school corridor or bus, left on a street, taken from an unlocked car, or any other unauthorized place, or if the renter is not current with their rental account.
- 11.** Notification of loss or theft must be made to school authorities, and the police or sheriff's office, and to MUSIC 6000 Inc. **within 5 days of loss** or the replacement guarantee will be declared totally void and renter will be considered responsible for replacement. The renter shall not be entitled to the fire, accidental damage, and theft waiver coverage if rental payments are not current.
- 12.** Damage, fire, and theft waiver shall become void in the event of a natural disaster, such as but not limited to earthquakes and floods, or acts of war/terrorism.
- 13. The above renter gives Music 6000 Inc. permission to run a credit check based of information given on the application for credit. Music 6000 reserves the right to obligate the renter to return the instrument based on the results of the credit report. Failure to return the instrument promptly may result in criminal prosecution.** Lorem ipsum

Signature _____ Date _____ Printed Name _____