



RENTAL CONTRACT APPLICATION DATE: _____ Software Entry : _____ / _____ / _____

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Email _____

Cell Phone # _____

Social Security Number _____ Driver's License Number _____ State: _____

Employer _____ Position _____ How long? _____

Employer Address _____ Phone _____

Student's Full Name _____ School _____

Spouse's Name _____ Phone _____

Spouse's Employer _____ Phone _____

Nearest Relative: _____ Relationship: _____ Phone # _____

Nearest Friend Reference: _____ Phone # _____

Bank _____ Branch _____

Checking / Savings Information:

Routing # _____ Account # _____

I give DC Music Store express permission to charge my account monthly for payments, damage, loss or fees for this instrument X _____

Credit Card Reference: # _____ - _____ - _____ - _____ Exp# _____ / _____ CVS# _____

Credit Card Reference: # _____ - _____ - _____ - _____ Exp# _____ / _____ CVS# _____

DESCRIPTION OF RENTAL INSTRUMENT

Item _____ Make _____ Model _____ Serial # _____

Accessories _____

The undersigned customer (Lessee) hereby rents the above described **new / used** instrument from DC Music Store in accordance with the following terms and conditions:

I. Lessee hereby agrees to pay DC Music Store a deposit of \$ _____ and \$ _____ monthly due on the _____ day of _____, _____. Subsequent payments shall be payable on the same day of each and every month during the time the Lessee has possession of the above instrument. After the initial deposit there will be _____ monthly payments till the rental is complete or the instrument is returned. Minimum rental period is 3 months on used items and 6 months on new.

II. During the said period, Lessee shall take proper care of the instrument and will be responsible, up to \$ _____, + tax for its loss or damage from whatever cause and at the end of said period shall return it to DC Music Store at the above address in as good condition as it is now with reasonable wear excepted. Lessee is responsible for daily and regular maintenance such as oiling, lubrication, care of corks, cleaning and all similar items as well as consumables such as strings, reeds, sticks, drum heads, rosin, cork grease, valve oil, mouth-pieces and all similar items. Any damage done to this instrument that is found to be caused by the neglect of the Lessee not performing regular maintenance (cleaning, proper oiling) shall be the responsibility of the Lessee to pay for. (Example: a trumpet with valves seizing due to lack of student oiling properly or cleaning, corks that come off due to lack of lubricating the corks etc.) DC Music Store is responsible for periodic adjustments due to normal playing and which are less frequent and other than the work described above. Lessee is responsible for any damage to the instrument that is deemed as neglect, willful or malicious. In case of loss due to fire or theft, Lessee must provide DC Music Store with a report copy from the police or fire agency. Theft is defined as the loss of the instrument due to forced entry into a secured area. Lessee shall be responsible for the cost of replacement due to theft or fire of this instrument. If any part of a manufacturer's express warranty covers the leased instrument, at the time the Lessee acquires ownership of the property, it shall be transferred to the Lessee if allowed by the terms of the warranty.

III. Lessee shall have the right of returning the instrument at any time after the first three months (6 months on new instruments), with no further obligation as long as the rental payments are up to date. The undersigned assumes full responsibility for each payment as stated above from the date the instrument is rented to the date it is returned to DC Music Store. A full month payment will be due for any part of a month that is used. The first three (six on new) monthly periodic payments paid with this agreement are fully non-refundable.

IV. The rental instrument is not being sold, and will remain the property of DC Music Store except as provided. The rental payments will give no title or interest in the rental instrument until complete payment of the final monthly installment. Upon payment of the final periodic payment Lessee shall own the above described instrument. At all times that Lessee is not in default of this agreement, Lessee shall have the right to an early purchase of the above described instrument for a cash price of \$_____ + sales tax. All rental payments, less \$10.00 per month on instruments below \$35 monthly rental and \$15 per month on items on items above \$35 monthly rental shall apply toward purchase. This cash price does not include any charges such as late fees, default, pick up or reinstatement fees. In the event Lessee is more than five (5) days late in a periodic monthly payment or the automatic payment declines or is not available for withdraw, Lessee agrees to pay a late charge / bounce fee of \$15.00. Payments that are more than 7 days late shall incur an additional \$15 fee compounded weekly and will cause this rental to be in default and considered and treated as theft until the item is returned in good condition to DC Music Store.

V. The undersigned agrees to assume full responsibility for payment under this contract and will continue payments notwithstanding any loss or damage to the instrument during the rental period. DC Music Store has the right to cancel this contract and require the undersigned to return the instrument to them should any rental payments become delinquent. If not returned, DC Music Store shall also have the right to reclaim the instrument from the school or wherever it may be discovered, with or without the Lessee's knowledge and with or without legal process. Nothing contained herein shall be interpreted to authorize DC Music Store or any representative or agent of DC Music Store to enter upon the Lessee's premises without the permission of the Lessee or to commit any breach of the peace in the repossession of the instrument.

VI. Lessee may exchange their rented instrument for a different rental instrument. 100% of the applied payments (not including \$10 monthly maintenance) will be transferred as long as the new instrument is in the same or greater rental rate class. In the event of an exchange to a lesser class instrument, payments will be transferred based on the rental term and rental rate of the lesser instrument. Availability of specific rental rate class instruments may vary and is not guaranteed.

VII. Lessee may terminate this agreement without penalty by voluntarily surrendering or returning the instrument in good repair, reasonable wear excepted, upon the expiration of any lease term along with any past due rental payment. If Lessee fails to make timely rental payments as required herein, Lessee may reinstate the agreement without losing any rights or options which exist under this agreement by the payment of: (a) all past due rental charges; (b) if the property has been picked up, the reasonable cost of pick up and redelivery; and (c) any applicable late fee within five days of the renewal date. If the Lessee has paid less than two-thirds of the total payment necessary to acquire ownership and has returned or voluntarily surrendered the property, other than through judicial process, within five days of the renewable date, the Lessee may reinstate the agreement during a period of not less than twenty-one (21) days after the date of the return of the property. If the Lessee has paid two thirds or more of the total payments necessary to acquire ownership and has returned or voluntarily surrendered the property, other than through judicial process, within five days of the renewal date, the Lessee may reinstate the agreement during a period of not less than thirty (30) days after the return of the instrument. The Lessee is given notice of the right to reinstate this agreement as provided in Ohio regulations.

VIII. In the event that Lessee is in default of this agreement, Lessee will pay DC Music Store collection costs and expenses, including but not limited to attorney's fees even though no lawsuit is filed. Lessee shall not remove the instrument more than 30 miles from DC Music Store without the prior written consent of DC Music Store. In the event that suit or other action is instituted by DC Music Store, to enforce the terms of this agreement, Lessee agrees to pay such reasonable costs, collection fees or attorney's fees as may be incurred.

If this rental instrument is in default and Lessee does not pay the balance due along with any and all late fees within 5 days of default, this instrument will be considered stolen property and treated as such by local laws and authorities.

Lessee authorizes DC Music Store to pick up this instrument at the school without my consent at any time routine maintenance or an inventory is needed or this instrument rental is in default. I acknowledge receiving a copy of this contract, information on cleaning the instrument and the availability of cleaning packs needed to keep this instrument playing properly.

Lessee initials: X _____

Lessee (Print) _____ Signature: _____

Date _____

DC MUSIC STORE, Lessor

By _____ X _____

Date _____