

Long Island Violin Shop Rental Agreement



8 Elm Street
Huntington, NY 11743
Toll Free: 855.343.3535
<http://www.liviolinshop.com>

Thank you. Your decision to rent a quality Standard Violin from the Long Island Violin Shop will enhance your student's practice and performance time. Our insurance company requires that we collect the following information to keep on file with your rental agreement. Your personal information is always kept strictly private and never shared. Please complete all sections of the contract, check the box on the last page and e-sign the document.

**When you have finished filling out the form, please e-mail it to:
Rentals@LIViolinShop.com**

** All required fields are outlined in red*

Order Number

Desired Delivery (Pick Up) Date

Personal Information:

Why Do We Need This Personal Information? The instruments that we rent are very valuable. The rental relationship is built on trust, and this information serves as verification of identification and creditworthiness. Your personal information is always kept strictly private and never shared.

Your Name:

Student's Name (if applicable):

Address Line 1:

Orchestra Teacher or Private Teacher's Name

Address Line 2:

School or School District

City:

Home Phone #:

State:

Cell Phone #:

Zip Code

Billing Information

The Long Island Violin Shop requires two credit cards be on file for any rental contract. In the event that your credit card is denied for any reason, your backup card will be charged. In the event that both cards are denied, you may be subject to a late fee. To prevent any issues, please notify us with any changes to your billing information.

Credit Card #1:

Name On Card:

Credit Card Type:

Credit Card Number:

Expiration

Security (CSV#)

Credit Card #2:

Name On Card:

Credit Card Type:

Credit Card Number

Expiration

Security (CSV#)

Supporting Information

Our insurance company requires that we collect the following personal information to prevent fraud. The Long Island Violin Shop goes to great lengths to protect your personally identifiable information and will not share your data.

Driver's License or State ID #:

Issuing State:

Social Security Number

Date of Birth:

Employer:

Job Title / Position:

Work Phone #:

Extension:

References

Please supply us with contact information for two references. Qualifying references may be family members so long as they do not live in the same house as the renter. Simply supply Name, Address, Phone Number and Relation in the open fields below.

Reference #1:

Reference #2:

TERMS AND CONDITIONS

The goods delivered to you (the Renter) are for rental purposes only and the title to these goods remains with The Long Island Violin Shop (the LIVS), subject to our order and shall be returned on demand. Such goods, until returned to us and actually received, are at your own risk from all hazards. **The value of Standard instrument outfits is: Violins \$700, Violas \$850, Cellos \$1700, Basses \$3500. The value of Scholastic instrument outfits is: Violins \$2500, Violas \$3000, Cellos \$5500.**

FEES AND PAYMENT

Rental fees are paid in advance and are charged for the full time an instrument is in your possession. You will be charged until it is once again in our possession. The minimum rental period is 3 months after which you may return the instrument at any time. At the beginning of the 4th month you are automatically charged on a monthly basis until the instrument is returned. Rates are subject to change at any time, although normally you will be informed before any changes to renewal charges are made. If you are reserving an instrument for fall delivery, your payment will be charged immediately and the rental period will begin when you pick up the instrument or on October 15, whichever date is first. Reserved instruments may be cancelled up to one month after the reservation has been made for a full refund, after which no refunds will be allowed.

RENTAL CREDIT

100% of the instrument rental fee will accrue as long as you continue to rent. Your credit may be used to pay a maximum of 50% of the purchase price of an instrument. Rental credit does not include the Protection Plan or shipping charges, may not be combined with, or transferred to, other credit accounts and is redeemable only upon completion of a contract or renewal. Credit may only be applied to the same instrument rented. Electric instruments and consigned instruments may not be purchased with rental credit. Credit must be used within 3 months of the end of the final renewal, after which time it is forfeited. Any credit unused at time of purchase is forfeited.

PROTECTION PLAN AND MAINTENANCE

Each rental outfit (instrument, bow, and case) rented from the Long Island Violin Shop is covered under this plan so to be maintained in excellent condition. The LIVS (we) will repair or replace with comparable items the covered instrument, bow, and/or case in the event of accidental damage or loss, according to the Terms and Conditions stated below. The Renter (you) agrees to utilize reasonable care and caution in the use and handling of the instrument and pay for the maintenance for the rental instrument.

Please notify us immediately of any damage or loss. All minor, wear-and-tear damage is covered with no deductible. Strings which, under normal use, break, unwind or become false will be replaced at no charge with the usual string we use for rental instrument setup. Extra strings or substitutions will be at your expense. You are responsible for returning the rented outfit to us for repair, exchange, or replacement as required. Protection Plan coverage is nullified if repairs and adjustments are done elsewhere and you will be liable for up to the full value of the instrument if repairs are done by unauthorized persons.

As a rental client you are liable for a 30% co-payment if instruments are stolen, destroyed, or severely damaged, including heat damage to varnish or intentional damage and vandalism, including scratching the varnish. Co-pays may not be paid with rental credit. We reserve the right to be the sole judge of an instrument's repair cost, replacement cost, and to perform or authorize any repairs. If pre-existing damage is noticed on a rental instrument you have received or had shipped, please call us within 24 hours of receipt; any damage observed after this time will be considered to have occurred while in your possession.

Suspension of the Protection Plan will occur if Rental payments are more than thirty days past due. Reinstatement will be effective upon receipt of all delinquent charges, including additional Finance and/or Late Charges as provided in the LIVS Rental Agreement. Loss or accidental damage during a time of suspension will not be covered and repair or replacement costs at the usual and customary rates will be the responsibility of the customer. Accessory items are not eligible for inclusion in the Protection Plan. Use in paid performance nullifies coverage under the Protection Plan.

Proof of Loss is required for loss by theft or fire. In the event of theft the customer must, within 30 days of the theft, provide us with a copy of an official report by a law enforcement agency. In the event of fire, the remains of the instrument, bow, and/or case must be presented. In all events, theft, fire, or accidental damage, the customer must provide a signed, detailed statement describing the circumstances in which the loss occurred. Neither Party shall have any right to consequential damages by reason of nonperformance of this agreement, including loss of playing time or inconvenience to the customer. The LIVS's Liability shall, in no event, exceed the lesser of restoration to playing condition or replacement. The LIVS will be the sole judge of the applicability of the terms and conditions of the Protection Plan. The selection of repair or maintenance method or the selection of a replacement instrument, bow, and/or case is solely at the discretion of The LIVS. Terms and Conditions of the Protection Plan do not express or imply a cash settlement. The LIVS reserves the right to cancel protection if the customer is determined to be negligent or intentionally abusive. The LIVS also reserves the right to pursue any legal means of recourse to protect its ownership or security interest, if applicable, in the instrument, bow, and/or case.

EXCHANGES

You may change your rental outfit at any time for one of different size or quality. You will only pay any differences in rental fee, at the time of exchange. If your rental instrument was shipped, a replacement instrument will arrive in a box with a pre-paid return shipping label. Shipping fees in both directions are your responsibility. Your previous outfit must be returned within two weeks or you will be charged for both instruments. A rental outfit must be returned entirely or you will be liable for the full value of the instrument, until it is returned in acceptable condition. The LIVS is not liable for any personal items left in exchanged cases.

RETURNS

Return instruments 3 days prior to renewal date for us to process the cancellation with our bank and prevent your account being charged. Late returns pay the full month without exception. Failure to return the instrument at the end of a non-renewed contract will result in forfeiture of rental credit and charges for the replacement value of the instrument. The LIVS cannot be liable for personal items left in returned cases.

GOVERNANCE, RIGHTS AND PAST DUE ACCOUNTS

Renter's obligations under this agreement are not assignable without prior written consent of the LIVS. This agreement is subject to the approval of the LIVS's credit department. Rental payments made after the due date will be charged a \$10.00 late fee per month, in addition to past due rent. Should the Renter default on two consecutive monthly payments, the agreement shall be deemed terminated and the LIVS shall be entitled to immediate repossession of the rental instrument, where found, at school or elsewhere, with or without the knowledge of Renter, or Renter's bailee. Renter's obligations under this agreement are not assignable without prior written consent of LIVS.

In cases of non-payment and/or relocation of the renter without a forwarding address, we reserve the right to charge the purchase price of the instrument to any account on file. We reserve the right to use any remedy deemed necessary (including use of a collection agency, or lawsuit) to take possession of unreturned rental instruments and to collect all past due rental fees, late fees, legal fees, due deductible, collection costs, and losses not enumerated here. The LIVS reserves the right of refusal to renew a contract. Any provision in this agreement providing for arbitration is null and void. In the event of legal action, exclusive venue shall lie with Third District of the Suffolk County District Court of New York State Supreme Court in Suffolk County. Disputes shall be governed by New York State laws. In the event of legal action or use of a collection agency, rental customer agrees to pay all attorney's fees, court costs and related expenses. Rental rates and the terms of this contract are subject to change at the end of any rental period, and without prior notice. Accepting possession of a rental instrument constitutes agreement with the terms of this contract.

RENTER'S ASSENT- *I have read and understood this agreement and agree with all its terms. I hereby authorize the Long Island Violin Shop (LIVS) to charge my accounts until I return the rental outfit. This authorization is valid until I provide the LIVS with a written cancellation.*

I Agree To Adhere To The Terms And Conditions Of This Rental Agreement

Today's Date:

E-Signature (Please Type Your Full Legal Name Here)

FOR LIVS USE ONLY:

Acct #:

Instrument #:

Start Date:

Payments Begin:

Monthly Fee

Retail Price