



10 Commonwealth Ave.
 PO Box 18674
 Erlanger, KY 41018
 859 727-1138
 800 235-5756
 Fax: 859 727-4101

**Music
 Is For
 Everyone**

**2019
 Band Instrument
 Rental Plan** (with purchase option)
 www.wertmusic.com

Step 1: Student & School Information (Please Print)

Student Name	Grade	School Name	County
--------------	-------	-------------	--------

Step 2: Check the Group and Category of your choice. Tax varies on location.

GROUP ONE	GROUP TWO	GROUP THREE	GROUP FOUR
<input type="checkbox"/> Bell Kit <input type="checkbox"/> Drum Kit <input type="checkbox"/> Viola <input type="checkbox"/> Violin	<input type="checkbox"/> Flute <input type="checkbox"/> Clarinet <input type="checkbox"/> Trumpet <input type="checkbox"/> Trombone <input type="checkbox"/> Xylophone <input type="checkbox"/> Combo Kit	<input type="checkbox"/> Alto Sax <input type="checkbox"/> Oboe <input type="checkbox"/> Tenor Sax <input type="checkbox"/> Cello	<input type="checkbox"/> Baritone <input type="checkbox"/> French Horn <i>*Limited Qty.</i>
<input type="checkbox"/> Previously Rented \$15.00 rental per mo. + \$4.00 CRRP+Tax	<input type="checkbox"/> Previously Rented \$25.00 rental per mo. + \$4.00 CRRP+Tax	<input type="checkbox"/> Previously Rented \$44.00 rental per mo. + \$5.00 CRRP+Tax	<input type="checkbox"/> Previously Rented \$59.00 rental per mo. + \$6.00 CRRP+Tax
<input type="checkbox"/> New \$24.00 rental per mo. + \$4.00 CRRP+Tax	<input type="checkbox"/> New \$32.00 rental per mo. + \$4.00 CRRP+Tax	<input type="checkbox"/> New \$54.00 rental per mo. + \$5.00 CRRP+Tax	<input type="checkbox"/> New \$72.00 rental per mo. + \$6.00 CRRP+Tax

For Office Use Only
Brand & Instrument _____
Serial # _____
Category <input type="checkbox"/> New <input type="checkbox"/> Like New <input type="checkbox"/> Pr. Rented <input type="checkbox"/> Step-up
Retail _____ Tax _____
Total Purchase Price _____
Rental Rate Selected With CRRP or PRP, including tax
Total _____

For Step-Up Rental

Step 3: Parent and/or Guardian Information - Please name primary account holder first

Name		Address			Length of Residence?	
City		State	Zip	Home Phone with Area Code ()	Cell Phone ()	
Have You Rented From Us Previously?		Yes No		Primary Email		
Employer/Source of Income	Work Phone ()	How Long?	Social Security Number		Driver's License Number	
Spouse's Name	Spouse's Email Address		Spouse's Employer	How Long?	Spouse's Cell Phone ()	

Payment Information

Automatic Bill Pay	Exp. Date
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> / <input type="text"/> <input type="text"/>
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AmEx	Security Code
I authorize Wert Music to bill the above number for the monthly rental due each month Signature _____ Date _____	

Additional Contacts

<i>Relative or friend, not living with you</i>	
Name _____	Phone () _____
Name _____	Phone () _____

Step 4: Read the Terms and Disclosures in this agreement which are printed on the front and back of this page.

You are not obligated to purchase an instrument. (Total) represents one month of rental due plus CRRP on the same day each and every month that you rent the instrument described in this contract. Contract determines customer's rental due date. A \$6.00 late charge will be added to every delinquent payment. Rental contract may be terminated by the customer at any time. The minimum rental period is one month payable in advance, beginning on the first day after you receive the instrument, which becomes your monthly due date. Minimum of one total monthly payment due regardless of any special offers or promotions. To terminate this contract return the instrument to Wert Music and get a receipt. Leaving an instrument at school does not cancel this contract. Rental fees will be charged through the contract month of return.

By signing below you acknowledge the following: a) that you, the parent and/or the legal guardian or responsible person, will fulfill all of the terms and conditions as listed on the reverse side of this contract, b) that you have read and understand the terms, conditions, and disclosures of this contract, c) and have received a completed and signed copy of this contract. Signing of this document by you will constitute an offer to rent, which is subject to credit verification and final approval (including obtaining credit reports and/or verifying employment information) and upon acceptance by Wert Music, will constitute a binding legal contract.

Step 5: Sign and Date this agreement

*Signature _____ Date _____ Accepted by Wert Music _____ Date _____

TERMS AND DISCLOSURES OF CONTRACT

TERM & PRICE: You agree to pay to Wert Music the total monthly rental rate defined on the front of this contract under instrument group and description. The minimum rental period is one month payable in advance beginning on the first day after you receive the instrument, which becomes your monthly due date. Minimum of one total monthly payment due regardless of any special offers or promotions. Rental will continue to be due and payable on a month-to-month basis and rent will be charged to end of the contract month in which you return and are not refundable. You are not obligated to renew this agreement after the 1st month. If you would like to purchase the instrument, you have the right to do so as outlined below under "Option to Purchase." It is your responsibility to contact Wert Music's office (859-727-8300) to make arrangements to purchase. Acceptance of this contract is subject to credit verification and approval by our credit department.

OPTION TO PURCHASE: There is never an obligation to purchase. This is a rental agreement and not a sale of the instrument. You will not own the instrument until you have paid the total amount necessary to acquire ownership as explained in this paragraph. The total purchase price of the instrument you are renting is listed on the front of this contract. You have the option to purchase this instrument at any time during the duration of this contract by paying the total purchase price less all rental fees (24 months maximum) paid to date. No other fees or charges paid may apply towards purchase. The type of instrument purchased must be the same type as the instrument selected for rent on the front of this contract or in case of an exchange, the instrument that was exchanged. (e.g., rent a flute, buy a flute) and of equal or greater value. Rental payments have no value towards the purchase of any other products sold by Wert Music. If you exercise the option to purchase we will transfer the title to you and any manufacturer's warranty which may still be in effect and transferable.

TITLE: The right of ownership will remain with Wert Music during the rental period. You have no right to sell, mortgage, pawn, pledge, encumber, or dispose of said property. Title will be transferred to you when you acquire ownership according to the terms of this agreement.

EARLY PURCHASE: If you decide to exercise your Option to Purchase as outlined above within the 1st 12 months, you will receive a 25% discount off the unpaid balance of the instrument you are currently renting. Cash price, should you decide not to rent, is the total purchase price (includes tax) less 30%.

EXCHANGES: You may exchange the instrument listed on this contract at no additional charge for any other band instrument listed in Group I, II, III or IV providing your account is current. If you receive an instrument in a different rental group, the new rate takes effect on the next due date. Decision to exchange instruments must be made before the 24th month ends. The purchase price may change based on the value of the instrument selected.

COMPLETE REPAIR & REPLACEMENT PLAN: This plan is provided automatically with additional monthly rates as listed on the front of this contract. This fee is payable in advance, due the same day as the rental and does not apply to ownership. Wert Music will repair the instrument during this agreement if it is damaged or fails to perform due to any reason other than misuse or abuse. Minor scratches and dents that do not affect the playing condition are not considered as "damage." Wert Music must make all adjustments and repairs. DO NOT attempt any repairs on your own or deface the instrument or case as this may void coverage. Wert Music reserves the right to pick up the instrument for periodic checks and maintenance. If an instrument is totally destroyed by fire, accidental damage or lost by theft, Wert Music will replace it with an instrument of equal value at no charge provided reasonable proof of such loss is presented. Theft must be reported to the local police within 48 hours of discovery. Instrument accessories such as (but not limited to) mouthpiece, ligature, sticks, reeds, straps, drum heads, stand and other accessories are not included in this plan. **This plan applies only when all rental fees are current and only while this rental contract is in effect.** A claim for repair or replacement does not alter the terms of this contract and your obligation to pay rent continues while repairs are being made. OHIO customers, should you wish to rent an instrument without this plan you will be required to pay a security deposit of \$100.00 (cash only) and agree to pay all cost to maintain, repair or replace the instrument in the event of loss or damage. This deposit will be refunded when the instrument is returned provided it is in the same condition as rented with consideration to normal wear and tear.

EXCEPTIONS FOR SELECT STEP-UP INSTRUMENTS ONLY: Unless otherwise stated in this section, all terms of this contract apply to Select Step-up Instruments. Total purchase price on Select Step-up instrument is calculated by retail price plus tax. Total sale price is calculated by retail price plus tax minus all applicable rental fees paid to date. Rental rate per month is total sale price including tax divided by 24 months. Cash price is 25% off Total sale price. Auto pay is required for Select Step-ups. There is a 3 month minimum rental required on step-up instruments which may be paid on a monthly basis. Select Step-ups are returnable after the 3rd month but not eligible for exchange. Select Step-up Instruments are not covered by Complete Repair and Replacement Plan. Select Step-up Instruments are covered by the required Premier Repair Plan (sold separately).

TERMINATION BY YOU: You may, at your option, terminate this contract by returning the instrument in the same condition as received, fair wear and tear excepted, to Wert Music located at 10 Commonwealth Ave. Erlanger, Ky., or one of our authorized educational representatives. **Leaving an instrument at school does not cancel this agreement.** Third parties are not responsible for the return of the instrument. Until the instrument is in the possession of Wert Music you are responsible for the security of the instrument and for all payments, whether or not the instrument is actually being used. Rental will be charged to the end of the contract month of return and is not refundable. When you return the instrument you will need to request a receipt from one of our authorized representatives. In the event of a dispute regarding the return of the instrument, the presence or absence of a receipt will be inclusive.

TERMINATION AND DEFAULT: Should you fail to make any rental payment within forty-five (45) days of the due date, this agreement shall terminate automatically, (see reinstatement), and you shall immediately surrender and return the instrument to our store. In the event of termination, should you fail to return the instrument, we have the right to take possession of the instrument, without notice to you, provided that we do so without committing a breach of the peace. In addition to any other charges you may owe us, you will be responsible for all reasonable costs incurred by us in getting our property back, including attorney fees and court be exchanged unless of manufacturer cost if incurred and if permitted by law. You may also be liable for an instrument pick-up fee of \$50.00. If you fail to make any payment within 10 days of the due date you will pay a late charge of \$6.00.

REINSTATEMENT: Should you be in default for failure to make timely rental payments, you have the right to reinstate the original rental agreement without losing any rights or options previously acquired under this agreement if you surrender the instrument to us when requested to do so and within three (3) months after the expiration of the last rental term for which you made a timely payment and you pay to us any unpaid rental payments, maintenance fees, delinquency charges, pick-up and delivery fees and a reinstatement fee of five (\$5.00) dollars prior to reinstatement. If you reinstate, we will provide you with the same instrument or a substitute instrument of comparable quality and condition.

Oral Statements & Performance: It is understood that no other agreement, guarantee, warranty, verbal or written, expressed or implied shall limit or qualify the terms of this agreement.

Returned Check Charges: Based on the current rate posted in store.

Other: You agree to notify Wert Music of any changes in your address, phone numbers, and/or any other contact information within ten (10) days after the changes occur.

NOTICE TO OUR OHIO CUSTOMERS: THIS RENTAL-PURCHASE AGREEMENT IS REGULATED BY STATE LAW AND MAY BE ENFORCED BY THE ATTORNEY GENERAL OR BY PRIVATE LEGAL ACTION.