

The Music Store

2630 W. Baseline Rd. • Mesa, Arizona 85202 • (480) 831-9691

RENTAL AGREEMENT

REVISED 6/09

Account # _____

FOR MUSIC STORE STAFF ONLY:

Instrument _____	Base Rent \$ _____
Manufacturer _____	Tax \$ _____
Serial # _____ Value \$ _____	Coverage \$ _____
Total Monthly Payment \$ _____	

**SHADED AREAS FOR MUSIC STORE STAFF ONLY. **

THIS AGREEMENT is entered into this Date: _____ by and between THE MUSIC STORE ("MS") and _____ ("RENTER").

RENTER AGREES TO RENT FROM THE MUSIC STORE THE ABOVE MENTIONED INSTRUMENT UNDER THE TERMS DESCRIBED BELOW:

1. This instrument will be rented on a monthly basis. The base rental price per month is \$ _____. RENTER will pay _____ month(s) rent in advance. Total monthly payment, as indicated at the top of this contract, is due and payable in advance at THE MUSIC STORE, and is subject to a \$10.00 late charge if received more than 15 days after the due date. Because instruments are rented on a monthly basis, portions of monthly payments will not be refunded. Checks should be made payable to J & M MUSIC, INC. All returned checks are subjected to a \$15.00 service charge. Deposit refunds are issued from THE MUSIC STORE within 21 days of the safe return of rental instruments.
2. RENTAL CREDIT. Within 30 days of return of a rental instrument, instrument case and all parts and accessories accompanying the rental instrument, the renter may apply 12 months rental credit as determined by The Music Store, to the purchase of a new instrument of the same type rented. After the application of rental credit, the balance of the new instrument being purchased by the renter will be discounted 20% by The Music Store. This discount is limited to in-stock product brands carried by The Music Store. Rental credit is defined as rental payments, paid TIMELY, exclusive of tax, coverage fees, late fees and processing or service fees. Instrument selection will be a choice by renter of/in THE MUSIC STORE'S product line inventory, with selling price being determined by the current manufacturer's suggested retail price list. When the rental instrument is returned and the RENTER chooses not to exercise the equity purchase option, within 30 days, all rental equity is then lost. Rental credit may be applied to only one instrument purchase (no multiple equity accounts can apply to one item). All rental instruments remain the property of THE MUSIC STORE.
3. Theft and repair coverage is required on this rental. The cost of coverage for french horns, baritones, tubas, oboes, saxophones, bass clarinets, and cellos is \$5.50 per month. The cost of coverage for all other rental instruments is \$3.00 per month. COVERAGE IS VOID IF THE ACCOUNT BECOMES DELINQUENT. This coverage does not apply to misuse, intentional damage or loss. Claims under this coverage are subject to a \$25.00 deductible. Violin, viola, and cello strings are not covered by repair coverage. Repair service must be performed by THE MUSIC STORE'S repair technicians. Repairs will be made in a timely fashion or THE MUSIC STORE will exchange the instrument.

In the event of a theft, the renter must report the incident within 48 hours to law enforcement authorities and the report number assigned must be provided to THE MUSIC STORE by the RENTER. A copy of the police report and the \$25.00 deductible must be provided to THE MUSIC STORE to obtain a replacement instrument.
4. If the RENTER fails to make payments on the above named instrument or violates any of the other terms of this agreement, RENTER agrees to, within 10 days after written notification by THE MUSIC STORE at the last known address, return the instrument and pay all monies due. If RENTER fails to return the instrument or to pay all monies due then THE MUSIC STORE will charge the RENTER'S account a \$35.00 processing fee and turn the account over to a collection agency. Should this occur, all rental credit will be forfeited. RENTER agrees to pay court costs and reasonable attorney's fees incurred by THE MUSIC STORE if legal action should be required to collect the rental instrument or any monies due on the account. This agreement is covered under A.R.S 13-1806 and failure to return rental property within 10 days of notification at the last known address shall result in criminal prosecution under that statute. The maximum PENALTIES FOR FAILURE TO TIMELY RETURN RENTED PROPERTY to which RENTER shall be subject upon failure to return rental property are as follows: UNLAWFUL FAILURE TO RETURN RENTED PROPERTY IS A CLASS 6 FELONY UNLESS THE VALUE OF THE PROPERTY IS UNDER ONE HUNDRED DOLLARS, IN WHICH CASE IT IS A CLASS 1 MISDEMEANOR. THE MAXIMUM PENALTY FOR CLASS 6 FELONY IS IMPRISONMENT FOR A PERIOD OF 1.8 YEARS AND/OR A FINE OF NOT MORE THAN \$150,000.00 PLUS SURCHARGES. A.R.S Sections 13-1806-604 -701, -801, -802. Criminal penalties do not limit any civil rights that THE MUSIC STORE may have according to law.
5. RENTER shall notify THE MUSIC STORE of any address or phone number(s) change within 10 days of occurrence. In addition, RENTER shall provide notice to THE MUSIC STORE prior to permanently moving the instrument from the residence of the RENTER as indicated on this agreement. If notice is not provided as required and the RENTER'S account becomes delinquent, the instrument will be reported as stolen and the RENTER will be subject to legal action. RENTER WILL NOT REMOVE THE RENTED INSTRUMENT FROM ARIZONA.
6. If this account becomes more than 15 days past due, or the instrument is returned with a balance owed on the account, RENTER authorizes THE MUSIC STORE to charge to the RENTER'S credit card account listed below the total balance due.

Initial _____
7. RENTER'S signature on this application certifies that the below statements are true and complete. RENTER authorizes THE MUSIC STORE to verify or check any of the information given, including credit references and employment and to obtain credit reports. THE MUSIC STORE will keep any credit information confidential.
8. This document contains the entire agreement of the parties concerning this rental and the rental instrument. Any oral representations or modifications of this agreement shall be of no force and effect unless contained in subsequent written notification signed by both parties.

BY: _____
SALESPERSON'S SIGNATURE

BY: _____
RENTER'S SIGNATURE

***WHEN FILLING OUT THE PORTION BELOW, PLEASE NOTE:**

- 1) The "renter" is the person filling out the contract. He/she must be 18 years or older and have a valid Arizona Driver's License or Arizona ID Card.
- 2) Following "home address", the own/rent option is in reference to the home address, not the instrument.
- 3) The "renter employed by" and "employer's address" apply to the person filling out the contract. If the renter does not work or is self employed, please write in "homemaker", "self employed", etc. There is a space below for spouse's information as well. All addresses must be give in full, not cross streets
- 4) Your social security number is REQUIRED and will be kept in strict confidence. If you would rather not give your social security number, you may make a deposit for the ENTIRE COST of the instrument being rented and your deposit will be refunded back to you at the time the instrument is returned.
- 5) "Name of Your Nearest Relative" refers to a relative not living with you.

**** PLEASE FILL IN ALL BLANK AREAS. ****

CREDIT STATEMENT

*RENTER'S NAME _____ SPOUSE _____ HOME PHONE (____) _____
 (person filling out contract)
 email Address _____ CELL PHONE (____) _____

*HOME ADDRESS _____ Apt. # _____ Own Rent How Long? _____ month OR year

CITY _____ STATE AZ ZIP _____

ADDRESS OF INSTRUMENT LOCATION _____ CITY _____ STATE AZ ZIP _____

*RENTER EMPLOYED BY _____ PHONE (____) _____

EMPLOYER'S FULL ADDRESS _____ CITY _____ STATE ____ ZIP _____

POSITION _____ HOW LONG? _____ DATE OF BIRTH _____

ARIZONA DRIVER'S LICENSE # _____ *SOCIAL SECURITY NUMBER (required) _____

*NAME OF NEAREST RELATIVE _____ PHONE (____) _____

SPOUSE EMPLOYED BY _____ PHONE (____) _____

EMPLOYER'S FULL ADDRESS _____ CITY _____ STATE ____ ZIP _____

SPOUSE'S POSITION _____ HOW LONG? _____

STUDENT'S NAME _____ SCHOOL ATTENDING _____

A DEPOSIT IS REQUIRED
if renter does not have a credit card

A CREDIT CARD IMPRINT IS REQUIRED
if renter does not elect to leave a deposit

DEPOSIT COLLECTED \$ _____

CREDIT CARD IMPRINT

Would you like us to charge your monthly rent to your Credit card each month?
 YES NO Initial _____