

Studio 42 Music 330-220-1599
 1733 Pearl Road Brunswick, Ohio, 44212
 Instrument Rental Agreement

Please complete this top section.

Your Name _____ S/S# _____ / _____ / _____ Driver License# _____

Address _____ City _____ Zip _____

Home _____ Work _____ Cell _____ Email _____

Employer _____ Address _____ Title _____

Spouse _____ S/S# _____ / _____ / _____ Driver License# _____

Address _____ City _____ Zip _____

Home _____ Work _____ Cell _____ Email _____

Employer _____ Address _____ Title _____

Relative/Friend (not living with you) _____ Phone _____

Address _____ City _____ Zip _____

CREDIT CARD 1 _____ Exp _____ Swipe _____

CREDIT CARD 2 _____ Exp _____ Swipe _____

Students Name _____ Grade _____ School _____

Address _____ City _____ Zip _____ Birthday _____
 (If different than listed above)

Initial rental fee of \$ _____ allows renter to rent until _____ / _____ / _____, when one of the following options must be selected:

1. Continue monthly rental at regular monthly rental rate (see below) with Repair & Replacement Plan (R&R see reverse for terms).
2. Return Instrument and all included accessories to Studio 42 Music.
3. Make payment of balance in full. Maximum of 36 rental fees paid may apply towards purchase.

Regular Rental Fee \$ _____ R&R \$ _____ Tax \$ _____ = Regular Monthly Payment \$ _____

| New | Return | Used | Initial Rental Fee | \$ |
|------------|--------|------|----------------------------|----|
| Brand | | | R & R | \$ |
| Model | | | Coupon Fee (If Applicable) | \$ |
| Instrument | | | Book | \$ |
| Size | | | Care Kit | \$ |
| Serial # | | | Stand | \$ |
| Retail \$ | | | Other | \$ |
| Tax \$ | | | Other | \$ |
| Total \$ | | | Other | \$ |
| | | | Sub-Total | \$ |
| | | | Tax | \$ |
| | | | Total | \$ |

I, the undersigned, agree to and understand the following: The title to above said property shall remain with Studio 42 Music. I shall not sell, sublease, mortgage, pawn, pledge, encumber or otherwise dispose of property from my present residence without Studio 42 Music's written consent. Yet, in such case, Studio 42 Music shall have the right to take possession of said property & a right to declare all of said indebtedness due & payable at once. I shall be liable to Studio 42 Music for any injury or damage to the property while in my possession, except as R & R plan applies. I understand that payments are not refundable. I further understand that I do not have the right to keep the property if I do not make the required timely payments. I agree & authorize that, if payment becomes 20 days past due, & all property is not returned, I shall be in default of this Agreement. Then, I will be liable for replacement of said property and all monies will be charged to my credit card(s) above. In lieu of credit card payment, legal action will be instituted & I agree to pay all collection & court costs including, but not limited to, attorney's fees associated with such action. Should I default, Studio 42 Music will believe that I do not wish to continue the contract & may repossess the property wherever found, at school or elsewhere, with or without my knowledge. If such action is taken, a \$50 recovery fee may be charged. As the legal parent/guardian of the named student, I authorize any teacher or administrator of the school to release the instrument and/or any personal contact information to an authorized Studio 42 Music representative for any reason Studio 42 Music may find necessary to fulfill the specific terms of this agreement. This authorization is made pursuant to the Family Education Rights and Privacy Act. This Agreement is not subject to bankruptcy as the money collected is rent. I also give my consent for Studio 42 Music to obtain credit information through a credit-reporting agency. Studio 42 Music is not responsible for errors or omissions.

Rentals 10 days past due will incur a \$10 late fee in addition to each defaulted rental payment.

Rentals 15 days past due will be automatically charged to credit card(s) on file.

Coupons Requested – Subject to a one time \$5 processing fee due at signing. Please note that by requesting coupons your regular monthly rental payment will not post to credit card(s) on the due dates, is subject to a \$10 late fee and will post to credit card(s) if 15 days past due.

Initial _____

SIGNATURE _____ **DATE** _____ / _____ / _____

I am the financially responsible party & I authorize Studio 42 Music to automatically renew monthly rental & charge my credit card(s) as per terms above.

Repair and Replacement Plan (R&R) This plan covers necessary repairs and adjustments to keep instrument in proper playing condition as well as replacement of the instrument with one of comparable age and/or condition if the instrument is lost through theft by forced entry or fire. It does not cover expendable materials, willful or negligent damage, and is subject to the following terms and conditions:

1. R&R is limited to items listed on the reverse of this contract.
2. In the event instrument is accidentally damaged or deteriorates in performance for reasons other than misuse or neglect, Studio 42 Music will repair, regulate, and return to playing condition at no charge.
3. Deterioration of appearance (scratches, minor dents, bends & finishes) is not covered, unless playability is affected.
4. All repairs & adjustments must be made by Studio 42 Music only. Any other repairs or attempted repairs will void coverage & cause me to be liable for any repairs needed or devaluation of the instrument.
5. Expendable items exempt from this coverage include (but are not limited to): lost parts, drum heads, sticks, mallets, reeds, straps, oils, cleaning supplies, caps, plugs, mouthpieces, lyres, ligatures, strings, cushions, rests, bows, rosin, bow hair & user installed, special or customized equipment.
6. R&R will not apply to an instrument subjected to intentional or malicious damage or destruction, unauthorized repair attempts and/or shipment in inadequate packaging. Studio 42 Music shall be the sole judge in all cases.
7. **Instruments used for marching band void R&R coverage.**
8. Any replacement claim made towards R&R coverage terminates this Agreement, current coverage and necessitates a new rental agreement. Replacement instrument will be provided only after full settlement is made on original instrument. Any recovery of original instrument requires return of replacement instrument to Studio 42 Music.
9. A written police or fire report must be made within 24 hours of the event, along with notification to the proper authorities. Studio 42 Music will require a copy of this report documenting any loss or destruction.
10. Coverage expires at date of Rental Expiration. R&R may be extended with current rental payments. This R&R Plan becomes void if I default on any terms of this Agreement. Inspection is required if there is a lapse in coverage before re-instatement.
11. I understand that should I default on any terms of this Agreement, I will be financially responsible for the full value of the instrument should it be lost or damaged beyond repair.
12. **IMPROPER OR CARELESS STORAGE IN AN UNSECURED AREA WILL NEGATE ANY RESPONSIBILITY FOR REPLACEMENT BY STUDIO 42 MUSIC. Placing the instrument on your homeowners' insurance policy is highly recommended.**

I decline the above Repair and Replacement Plan, and will be financially responsible for all repairs, damage, loss, and devaluation to the aforesaid rented instrument and will maintain the instrument in the original condition and playability received, at my own expense.

SIGNATURE _____

Office Use Only

COUPONS SENT

NOTICE SENT

NOTICE SENT
