

THE MUSIC HOUSE & ITS LICENSED AFFILIATES

P.O. Box 26887 SANTA ANA, CA 92799-6887 (714) 707-6579

www.musichouse.com

INSTRUMENT: _____

New/Used: _____

AFFIL CODE: _____

Ttl. Monthly Pymt \$ _____

SERIAL # _____

VALUE \$ _____

Theft & Damage \$ _____

THIS AGREEMENT (the "Agreement") is entered into this Date: ___/___/_____ by and between
THE MUSIC HOUSE ("MH") and _____ ("RENTER").

1 EQUITY CREDIT APPLIED/EXCHANGES - Customer has the option to payoff or return the Instrument at any time.

A. (BAND INSTRUMENTS/FULL SIZED VIOLIN, VIOLAS & CELLOS) - One hundred percent (100%) of all rental payments, exclusive of tax and coverage fees, shall accumulate as Equity Credit applied toward purchase of the above mentioned Instrument. The instrument may be exchanged for another instrument without penalty during the first six months of the rental. After that time an exchange can still be made, but the percentage of the total Equity Credit (from the Agreement date) that will be applied toward the purchase of the exchanged instrument will be reduced to seventy-five (75%).

B. EQUITY CREDIT/EXCHANGES - (SIZED VIOLINS, VIOLAS & CELLOS) - Fifty percent (50%) of all rental payments, exclusive of tax and coverage fees, shall accumulate as Equity Credit applied toward the purchase of the above mentioned Instrument. The Instrument may be exchanged for another instrument at any time.

2. CUSTOMER agrees to pay, at time of signing: One (1) payment in the amount of , and subsequent monthly payments as indicated at top of Agreement, in advance to MH mailing address in Santa Ana, CA.

3. Payments are to be made payable to THE MUSIC HOUSE and are subject to a \$15 late charge if not received within 14 days (grace period) of due date. If Customer's account balance becomes 15 days in arrears, Customer expressly authorizes MH to charge Customer's checking and/or credit/debit account for the unpaid balance. All returned checks are subject to a \$35 service charge. If CUSTOMER elected the Auto-bill feature to satisfy amounts owed and CUSTOMER'S checking and/or credit/debit account becomes invalid, CUSTOMER authorizes MH to debit a \$35 service charge to CUSTOMER'S account and CUSTOMER agrees to immediately provide MH with a new checking and/or credit/debit account number and a new expiration date.

4. CUSTOMER assumes liability for fire, theft, loss and damage to the Instrument until it is returned to MH or its authorized representative. If Renter elects to purchase Theft and/or Damage Coverage, Renter is aware that; (1) there is a \$30 deductible for a Theft Claim and a \$30 deductible for a Damage Claim (\$75 deductible Bell Damage Brass Instruments) and (2) coverage is only in effect so long as the rental account is paid up to date at the time of loss or damage.

5. CUSTOMER shall at all times maintain the Instrument in good working order. When returning the Instrument, CUSTOMER shall be responsible for putting the Instrument in as good a condition as when received - reasonable wear and tear excepted. **Final assessment of the returned Instrument's condition is determined by the MH corporate Repair and Restoration Department. Renter's credit/debit card will be charged for damage at time of assessment.** No pro-ration of payments on returned instruments.

6. If CUSTOMER fails to make payments on the Instrument or violates any of the other terms of this Agreement CUSTOMER agrees to, within 10 days after written notification by MH at the last known address, return the Instrument and pay all monies due. If CUSTOMER fails to return the Instrument or to pay all monies due, then MH will charge to the CUSTOMER'S account a 60.00-processing fee and assign the account to a collection agency. Should this occur, all Equity and/or Rental Credit will be forfeited and the Instrument may be reported as stolen. CUSTOMER agrees that MH shall have the right to repossess the Instrument wherever it may be found, including any school or elsewhere, with or without the knowledge of CUSTOMER. CUSTOMER also agrees to pay all court costs and reasonable attorney's fees incurred by MH if legal action should be required to recover the Instrument or collect any monies due on the account.

7. CUSTOMER shall provide written notice to MH prior to permanently moving the Instrument from the known residence of CUSTOMER. If notice is not provided as required and CUSTOMER'S account becomes delinquent, the Instrument will be reported as stolen and CUSTOMER will be subject to legal action.

8. Once the instrument is returned by Customer to MH, any monies due on the account must be paid within 30 days. Unpaid balances over 30 days from the date the instrument was returned will begin to accrue interest at the rate of 24% (per cent) per annum. Customer expressly authorizes MH to charge Customer's checking and/or credit/debit account for any remaining unpaid balance due on the account after the instrument is returned.

9. This Agreement will be considered terminated after two actions occur 1) CUSTOMER turns over possession of the Instrument to MH or it's authorized representative, and 2) all monies due and owing on the account have been paid by CUSTOMER and MH has been funded. This shall include any fees or charges incurred, including but not limited to, charges for repair or damage to the Instrument as determined during the final assessment by the MH corporate Repair and Restoration Department. Termination of the Agreement due to purchase of the Instrument shall occur when MH issues a sales receipt for said instrument to CUSTOMER and payment/funds in full for said instrument are received by MH.

10. Until this Agreement is terminated, as defined in Paragraph 9, CUSTOMER expressly authorizes MH to either debit CUSTOMER'S checking and/or credit/debit card account 1) noted on CUSTOMER'S credit statement as listed on this Agreement; or 2) presented by CUSTOMER to make the initial rental payment at the time of entering into this Agreement; or 3) designated either verbally or in writing as the payment vehicle of record on the account; or 4) utilized at any time during the term of this Agreement as the payment vehicle to constitute payment on the rental account.

11. CUSTOMER'S signature on this Agreement certifies that all oral statements and/or credit statements submitted to MH are true and complete. CUSTOMER authorizes MH to verify or check any of the information given, including credit references and employment, and to obtain credit reports (including spouse's if CUSTOMER lives in a community property state). MH will keep any credit information confidential.

12. This document contains the entire Agreement of the parties, concerning this rental and the Instrument. Any oral representations or modifications of this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties.

CUSTOMER HAS READ AND UNDERSTANDS PARAGRAPH #10 OF THIS AGREEMENT.

RENTER'S Signature: _____

Renters Name _____ Spouse _____ Home Phone (____) _____

Home Address _____ Own/Rent . . . How Long _____ mo/yr

City _____ State _____ Zip _____

Mailing Address _____ State _____ Zip _____

Renter Employed by _____ City _____ Zip _____

Position _____ How Long _____ Date of Birth _____

Drivers License# _____ State _____ Social Security # _____

Name of Nearest Relative _____ Phone (____) _____

Email Address _____

Spouse Employed by _____ City _____ Phone (____) _____

Position _____ How Long _____

Students Name _____ School District _____

CREDIT STATEMENT

Fill in Bank and Credit Card Information	
Bank: _____	Checking Acct#: _____
Routing #: _____	Full String: _____
customer signature _____	
<i>On my due date please autobill my checking account:</i>	
Credi Card # _____	exp.date: ____ / ____
<i>On my due date please autobill my credit card:</i>	
customer signature _____	