



2011 Rental Agreement

(845) 635-1120

Toll Free * (800) 832-8981

Fax (845) 635-2751

www.dandmmusic.com

1367 Route 44 - Pleasant Valley, N.Y. 12569



MAIL THIS FORM FOR
FREE SCHOOL DELIVERY

STEP 1 FILL IN COMPLETELY (Please Print)

Father/ Guardian _____ Date of Birth _____

Mother/ Guardian _____ Date of Birth _____

Street Address _____ Home Phone # _____

Other Phone # _____

City _____ State _____ Zip _____ Cell Work _____

e-mail address: _____ Have you ever rented from us before ? YES NO

EMPLOYER & LOCATION

Father/ Guardian _____ Mother/ Guardian _____

CHILD'S NAME (First & Last) _____ SCHOOL _____

CREDIT CARD INFORMATION

Visa Master Card

Name on card _____ Card # _____ Exp _____

Use My Card for Initial Payment (from the box below) Use My Card for the monthly rental

STEP 2 CHECK INSTRUMENT CHOICE

Band Instruments

- Flute Clarinet
- Trumpet Trombone
- Drum Kit Bell Kit

Made in the U.S.A.**

- Flute - Armstrong Clarinet - Vito
- Trumpet - King Trombone - King

** Most student instruments are imported from overseas, however these four U.S.-made instruments are available for rental as long as supplies last.

- Alto Sax
- Combo Percussion Kit

- Oboe (lease)*
- Tenor Sax (lease)*
- French Horn (lease)*
- Baritone Horn (lease)*

TYPE
A
Instrument

String Instruments: (lease) *

VIOLIN
 1/4 1/2 3/4 Full Size

VIOLA
 11" 12" Jr. Int.

FOUR MONTH FEE

you pay only

\$ 15.00

one time set up fee

monthly rental rate: \$ 30.00
plus \$ 4.00 repair protection fee & tax

TYPE
B
Instrument

Full Size Viola

CELLO
 1/8 1/4 1/2 3/4

Full Size

FOUR MONTH FEE

you pay only

\$ 44.00

one time set up fee

monthly rental rate: \$ 48.00
plus \$ 4.00 repair protection fee and tax

TYPE
C
Instrument

BASS

1/8 String Bass
 1/4 String Bass

TWO MONTH FEE

you pay only

\$ 69.00

one time set up fee

monthly rental rate: \$ 50.00
plus \$ 5.00 repair protection fee and tax

* Lease instruments are not for sale.
See item # 3 on the back of this agreement.

STEP 3 YOUR INITIAL PAYMENT

SET UP FEE (from above) - - - - - > _____

LESSON BOOK **+ 8.00**

MUSIC STAND **+ 12.00**

CARE KIT **+ 12.00**

RENTAL - PURCHASE OPTION office will complete

The terms of the rental-purchase option plan are as follows: at the end of the trial period you may rent at a rate of \$ _____ per month (plus tax & repair coverage) for _____ months with a total rental-purchase cost of \$ _____. Cash price now * \$ _____ (plus tax)

*** this cash purchase price is only valid until 12/31/11**

NEW USED

STEP 4 SIGN: I have read all conditions of this agreement on the front **and** back and agree to all terms and conditions.
I hereby authorize an investigation of my credit standing prior to the issuing of an instrument.

Father/ Guardian _____ Mother/ Guardian _____

STEP 5 ENCLOSE RENTAL FEE AND MAIL IN THE ATTACHED ENVELOPE.

NOTICE TO CONSUMERS: You may cancel this agreement any time prior to midnight of the third business day after the delivery of your instrument. A copy of this agreement will be mailed to the address you have supplied. Do not sign this agreement before you read it. Keep your copy of this agreement to protect your legal rights.

1. D&M Music is a division of John Keal Music Company, Inc. The instrument you are renting is the sole property of JOHN KEAL MUSIC CO. You may not sell it or move it to another state. You must notify the company if you change address or phone. An instrument is issued for an initial trial period. This set up fee is nonrefundable and does not apply toward purchase. At the end of this period the customer may elect to rent on a monthly basis at the rates indicated on the front of this agreement.
2. You will receive a coupon booklet with the monthly payment and due date listed on each coupon or a letter notifying you of the beginning of monthly credit card charges if you selected that option. All rental payments are due in advance. There are no refunds on rental monies paid. Past due payments and late charges do not apply toward purchase of any instrument. A late charge of 1 1/2 % per month (annual rate of 18%) is assessed on late payments. A payment is considered late if not received within 10 days of due date. A \$5.00 late fee notification charge will be assessed on each late notice mailed. If 60 days overdue this agreement may be cancelled and the unpaid balance shall become due immediately. If an account is turned over to a collection agency you will be responsible for collection costs.
3. Title and Right of Possession of the rented instrument shall remain with the JOHN KEAL MUSIC CO. until the total rental payments equal the Total Rental Cost, shown on the front of this agreement (plus sales tax). At that time ownership will be transferred to the renter. Full credit will be allowed if an exchange is made for another type of instrument during the first year of renting. Exchanges may be made at any time thereafter and the first year's rental payments will be transferred to the new rental. If you file for bankruptcy, the instrument must be returned, as it is the property of JOHN KEAL.

Leased Instruments:

String Instruments: Less than full size stringed instruments are not for sale. When your child is ready for a full size instrument all of your rental payments will be applied toward the cost of the new instrument. Payment of the balance will be made in twelve monthly installments. If the balance is less than \$ 350.00, it will be paid in monthly installments of \$ 30.00 plus tax and optional repair protection. The actual price of new full sized instruments cannot be anticipated, but current examples of prices are (for student models with natural hair bows): Violin - \$ 895.00 & up, Viola - \$ 1,095.00 & up, Student Cello \$ 1,295.00, Intermediate Cello \$ 1,995.00 & up, Student String Bass \$ 2,175.00 & up.

Baritone Horn, French Horn, Oboe & Tenor Sax: These instruments are not for sale but you may lease the used instrument for 36 months and receive full credit for lease payments toward a new instrument (after 36 months 75% of lease payments will apply toward purchase). The balance of the new instrument can be paid over a period of twelve months. Actual prices cannot be anticipated but examples of current prices are: Baritone Horn \$1,860.00 & up, Single French Horn \$2,330.00, Double French Horn \$3,285.00, Oboe \$ 2,115.00 & up and Tenor Sax \$1,890.00 & up.

4. The company may repossess an instrument if there is any charge that is 60 days in arrears. Repossession terminates this agreement but does not relieve you of charges incurred before or after repossession (including legal fees).
5. In the event that the rental payments fall 30 days behind, we reserve the right to charge overdue payments (including late fees) to your credit card using information provided in this agreement or given to us over the phone at any time during your rental.
6. The renter retains the right to terminate this agreement at any time by returning the instrument to the company. If returned, all payments made shall be considered rental. The account must be up to date at the time of return. **You are responsible for an instrument until it is returned to our place of business. Phone John Keal Music Co. to return the instrument.**
7. The company reserves the right to refuse to rent an instrument based on the results of a credit investigation.
8. All repairs must be made by the company. The company does not provide replacement drum heads, sticks, straps, mouthpieces, oil, grease, reeds, swabs, strings, rosin, or other expendables. Nor does the company restore appearance, refinish scratches or repair minor dents that do not affect the performance of an instrument. **The company will pay for all repairs as long as your monthly rental and optional repair/maintenance payments are up to date.** If the account falls behind, you will be responsible for the overdue payments and the cost of the repairs. If you opt not to have repair/maintenance protection, you must check the following box and place your initials in the space provided. I do not want to have repair/maintenance protection and understand that I will assume full responsibility for any repairs the instrument may need or the complete replacement cost of the instrument should it be damaged beyond repair. _____ (initials) The company will not cover repairs due to malicious damage.
9. Used instruments may be exchanged for a new one any time during the rental period. The new instrument prices are guaranteed through May 2012 for anyone receiving a used instrument. A renter may still switch to a new instrument after that date but at the current year's pricing.
10. The company has the right to pick up the instrument at school at six month intervals to provide adjustments. Permission of the renter is not required for this service.

CUSTOMER OPTIONS

1. A Customer may return an instrument and terminate this agreement at any time.
2. A Customer may rent on a month to month basis. When rental payments equal the rental purchase price, title will be transferred to the customer.
3. Early purchase price: Customer may at any time purchase the instrument by taking the total rental price as shown on this agreement, deducting the total of all rental payments made, and then paying the remaining balance minus the early purchase discount shown below. (Total rental payments do not include late fees, repair protection, or other charges.)

30% Off the balance
through June 2012

25% off the balance
for the remainder of 2012

20% Off the balance thereafter
or

SAVE RENTAL FEES
40% Off the Rental Purchase Price
for purchase NOW *

* **ask about our**
"Guaranteed Buy Back Plan"

This agreement is valid only thru 10/31/11

PRICE _____ DATE _____
DEL. DATE _____

FOR OFFICE USE ONLY

NEW

EXAMPLES OF SOME BAND INSTRUMENT PRICES

prices vary by brand (tax not included) rental purchase total cost

	rental purchase total cost	cash price*
FLUTE (Overseas).....	\$ 795.00	\$ 477.00
FLUTE (U.S. Made).....	870.00	522.00
CLARINET (Overseas).....	843.00	505.00
CLARINET (U.S. Made).....	935.00	561.00
ALTO SAX	1,545.00	927.00
TRUMPET	825.00	495.00
TROMBONE	825.00	495.00
DRUM KIT or BELL KIT	399.00	239.00

(prices will be higher for instruments from some manufacturers)

*good through trial period

We rent instruments made by:

Vito®
JUPITER

EASTMAN®
Bach

Gemeinhardt®
KING®

Armstrong

Selmer

Holton®
CONN®

PREVIOUSLY RENTED INSTRUMENTS ARE AVAILABLE AT REDUCED PRICES

Instrument prices vary widely, according to the brand. When possible, we supply the brand recommended by your school. Instruments may be exchanged for other brands or other levels of pricing any time after the initial period.