



2011-12 RENTAL AGREEMENT  
**John Keal Music Co., Inc.**

819 Livingston Avenue Albany, NY 12206

\* locally owned and operated since 1930 \*

Toll Free (800) 544-6631 Fax (518)482-4426 Local: 482-4405



**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: (optional) \_\_\_\_\_ 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  Discover

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**

<b>Band Instruments</b> <input type="checkbox"/> FLUTE <input type="checkbox"/> CLARINET <input type="checkbox"/> TRUMPET <input type="checkbox"/> CORNET <input type="checkbox"/> TROMBONE <input type="checkbox"/> DRUM KIT <input type="checkbox"/> BELL KIT	TYPE <b>A</b> Instrument	<b>String Instruments:</b> (lease) * <b>VIOLIN</b> <input type="checkbox"/> 1/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> 3/4 <input type="checkbox"/> FULL SIZE <b>VIOLA</b> <input type="checkbox"/> 11" <input type="checkbox"/> 12" <input type="checkbox"/> JR. <input type="checkbox"/> INT.	<b>MONTHLY RENTAL</b> <i>you pay only</i> <b>\$ 36.72</b> <i>includes rental, repair protection, &amp; tax</i>
<input type="checkbox"/> ALTO SAX <input type="checkbox"/> OPEN HOLE FLUTE <input type="checkbox"/> WOOD CLARINET <input type="checkbox"/> COMBO PERCUSSION KIT	TYPE <b>B</b> Instrument	<input type="checkbox"/> FULL SIZE VIOLA <b>'CELLO</b> <input type="checkbox"/> 1/8 <input type="checkbox"/> 1/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> 3/4 <input type="checkbox"/> FULL SIZE	<b>MONTHLY RENTAL</b> <i>you pay only</i> <b>\$ 56.16</b> <i>includes rental, repair protection, &amp; tax</i>
<input type="checkbox"/> OBOE (lease)* <input type="checkbox"/> TENOR SAX (lease)* <input type="checkbox"/> FRENCH HORN (lease)* <input type="checkbox"/> BARITONE HORN (lease)*	TYPE <b>C</b> Instrument	<b>BASS</b> <input type="checkbox"/> 1/8 STRING BASS <input type="checkbox"/> 1/4 STRING BASS	<b>MONTHLY RENTAL</b> <i>you pay only</i> <b>59.40</b> <i>includes rental, repair protection, &amp; tax</i>

**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 for 30 days

NEW  USED

**STEP 3 YOUR INITIAL PAYMENT**

SET UP FEE (from above) - - - - - > \_\_\_\_\_  
 LESSON BOOK + 8.00  
 MUSIC STAND + 12.00  
 CARE KIT + 12.00

**TOTAL INITIAL PAYMENT** \$ \_\_\_\_\_

**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 John Keal Music Company to investigate my credit standing.**

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. 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 the trial period the customer may elect to rent on a monthly basis at the rates indicated on the front of this agreement. 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.
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 and 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 34 months and receive full credit for lease payments toward a new instrument (after 34 months 75% of lease credit 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; subject to availability.
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 begin renting 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 \*

This agreement is valid only thru 6/1/2012

We rent instruments made by:

Vito®

YAMAHA®

Armstrong

JUPITER

Gemeinhardt

Holton®

Bach

KING®

CONN®

Cannonball®

EASTMAN®

SELMER  
PARIS

**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 trial period.

PRICE \_\_\_\_\_  
CONT. DATE \_\_\_\_\_  
DEL. DATE \_\_\_\_\_

FOR OFFICE USE ONLY