

Online Rental Terms

1. The instrument you are renting is the sole property of John Keal Music Co., Inc (the "Company"). You may not sell it or move it to another state. You must notify the Company of any change of address or phone number. An instrument is issued for an initial trial period. The trial rental fee is nonrefundable and cannot be applied toward any purchases. At the end of the trial period the customer may elect to rent on a monthly basis at the rates indicated:

Tier 1 instruments \$37.00 + tax (includes maintenance & repair coverage)

Tier 2 instruments \$54.00 + tax (includes maintenance & repair coverage)

Tier 3 instruments \$57.00 + tax (includes maintenance & repair coverage)

2. All accounts submitted through our company's website will be enrolled in automatic billing with the credit card used for initial payment. The customer will receive an email notification prior to the start of the automatic billing. All rental payments are due in advance. There are no refunds on rental monies paid. A payment is considered late if not received within 10 days after the due date. A \$5.00 late fee notification charge will be assessed for each month that a payment is late. This agreement may be terminated by the Company if payments are more than 60 days overdue, at which time the instrument must be returned to the Company immediately. If an account is turned over to a collection agency you will be responsible for collection fees for up to 30% of your balance due and any legal fees.

3. In the event that a rental payment is 30 days late, we reserve the right to charge overdue payments (including late fees) to your credit card using information you provided on this rental application.

4. The instrument you are renting is not for sale, however all of your rental payments (with the exception of the trial rental fee) may be applied toward the purchase of a new or used instrument of the same type. Title and Right of Possession of the rented instrument shall always remain with the Company. You may exchange it for another instrument, subject to availability and adjustment in rental price, at any time, as long as your rental payments are current. If you file for bankruptcy, the instrument must be returned and your rental obligation satisfied, as the instrument is the property of the Company.

5. For band instruments: when the total of your rental payments is nearing the cost of a new student-level instrument, the Company will attempt to contact you to let you know what your purchase options are. As long as your account is current and in good standing, all of your rental payments may be applied toward the purchase of a new instrument (or used, if available), or you can continue your rental on the then-current terms. You are under no obligation to purchase an instrument and may simply rent until you decide to return. While actual prices of new band instruments at the time of purchase cannot be anticipated, examples of current instrument full manufacturer's suggested retail price ("MSRP") are: Flute \$989.00 & up, Clarinet \$1119.00 & up, Alto Sax \$1499.00 & up, Trumpet \$1082.00 & up, Trombone \$1232.00 & up, Drum/Bell Kit \$494.00 & up, Combo Percussion Kit \$837.00 & up.

6. For string instruments: when your child is ready for a full size instrument, as long as your account is current and in good standing, all of your rental payments may be applied toward the purchase of a new instrument, or you may continue renting a used full sized instrument. We do not sell used instruments or fractional size instruments. Payment of the balance may be made in twelve monthly installments. The actual price of new full size instruments cannot be anticipated, but current examples of full MSRP are (for student models with natural hair bows): Violin \$895.00 & up, Viola \$1095.00 & up, Cello \$1495.00 & up, String Bass \$2495.00 & up.

7. 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 collection and legal fees).

8. The renter retains the right to terminate this agreement at any time by returning the instrument to the Company. If the instrument is returned, all payments made shall be considered rental payments for the use of the instrument and may not be used in the future toward the purchase of any instrument--the option to use your rental payments toward the purchase of an instrument shall be forfeited at the time the instrument is returned. You are responsible for an instrument until it is returned to our place of business. You must call the Company or provide a written notice to arrange for return of the instrument in the event that you do not physically return the instrument to our place of business.

9. The Company reserves the right to refuse to rent an instrument based on the results of a credit investigation or a previous rental.

10. All repairs must be made by the Company. The Company does not provide replacement mouthpieces, reeds, swabs, straps, grease, oil, strings, rosin, drum heads, drumsticks, or other expendables free of charge or as part of the repair fee. The Company does not restore appearance or refinish scratches that do not affect the performance of an instrument. The Company will pay for reasonable repairs as long as your monthly rental and repair/maintenance payments are up to date. If the account is delinquent, you will be responsible for the overdue payments and the cost of the repairs. The Company will not cover repairs due to malicious or reckless damage.

11. The Company has the right to pick up the instrument at school at six month intervals to inspect it and 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. All of these rental payments may be applied toward the purchase of an instrument of the same type. See the terms above.

BAND INSTRUMENT PURCHASE OPTIONS

Convert to a purchase by June 2023 and save **40% OFF** the balance due.

Convert to a purchase by January 2024 and save **25% OFF** the balance due.

Convert to a purchase after January 2024 and save **10% OFF** the balance due.