

# ONLINE RENTAL TERMS

1. The instrument you are renting is the sole property of John Keal Music 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 (if chosen) or leased on a month to month basis. The trial rental fee (if chosen) 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 on the front of this agreement. The instrument lease fee is as follows:

- a. Tier I Instruments \$37.00 + Tax per month (Includes \$5.00 + tax maintenance & repair coverage).
- b. Tier 2 Instruments \$54.00 + Tax per month (Includes \$6.00 + tax maintenance & repair coverage).
- c. Tier 3 Instruments \$57.00 + Tax per month (Includes \$7.00 + tax maintenance & repair coverage).

2. All accounts submitted through our company's web site will be **enrolled in automatic billing** with the credit card used for the **initial payment**. The customer will receive an email notification with their billing due date, amount and last four digits of the credit card to be charged. 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 of the due date. A \$5.00 late fee notification charge will be assessed on each late notice mailed. This agreement may be terminated if payments are more than 60 days overdue, at which point the instrument must be returned 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.

3. 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.

4. All of your rental payments (with the exception of the trial rental fee, if chosen) may be applied toward the purchase of a new or used instrument of the same instrument type originally rented. Title and Right of Possession of the rented instrument shall always remain with the John Keal Music Co., Inc. until you contact our office to convert your rental to a purchase. You may exchange it for a different instrument, subject to availability at any time, as long as your rental payments are current. If you exchange to a different instrument, up to 12 months equity from original rental will transfer. If you file for bankruptcy, the instrument must be returned or your rental obligation satisfied, as the instrument is the property of John Keal Music Co. Inc.

5. For band instruments: when the total of your rental payments is nearing the cost of a new student-level instrument, our office will attempt to contact you to let you know what your purchase options are. You are under no obligation to purchase an instrument and may simply rent until you decide to return. While actual instrument prices at time of purchase cannot be anticipated, examples of current full retail price (MSRP - manufacturer suggested retail price) are: Flute - \$1164.00 & up, Clarinet - \$1164.00 & up, Alto Sax - \$2226.00 & up, Trumpet - \$1252.00 & up, Trombone - \$1282.00 & up, Drum Kit or 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, 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.) 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, Cello \$1,495.00, String Bass \$2,495.00 & 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 legal fees).

8. 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 payments for 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 towards 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 notify the Company of termination by calling 518-482-4405 or emailing a notice to [info@johnkealmusic.com](mailto:info@johnkealmusic.com) to arrange for return of the instrument in event that you do not physically return the instrument to our place of business. This agreement will be deemed terminated effective as of the date of such telephone / email notice so long as the instrument is returned to the Company within 10 days.

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 John Keal Music Co. or one of its affiliates. The company does not provide replacement mouthpieces, reeds, swabs, straps, grease, oil, strings, rosin, drum heads, drumsticks, or other expendables. Nor does the company restore appearance or refinish scratches that do not affect the performance of an instrument. The company will pay for all repairs as long as your monthly rental and 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. The company will not cover repairs due to malicious damage.

11. 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:

## BAND INSTRUMENT PURCHASE OPTIONS

Convert to a purchase by June 2024 and save **40% OFF** the balance due.

Convert to a purchase by January 2025 and save **25% OFF** the balance due.

Convert to a purchase after January 2025 and save **10% OFF** the balance due.

**SAVE MONEY NOW 45% discount off retail pricing if instrument is purchased outright.**

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.