

RENTAL AGREEMENT

Acct. No. _____

Date _____

THE FOXES MUSIC COMPANY

416 South Washington Street • Falls Church, VA 22046 • (703) 533-7393

This instrument described below is hereby accepted on rental by customer for use only in conjunction with a beginner in the school music program or a qualified teacher.

ARTICLE	MAKE	MODEL	SERIAL	STOCK	NEW	USED	PRICE

This instrument may be rented for an indefinite period of time, subject to the following conditions:

1. The Student, _____, is studying at:
 School _____ Instructor _____

2. A rental fee of \$ _____ plus sales tax of \$ _____
 totaling \$ _____ is to be paid monthly in advance beginning
 _____ with a two month minimum

3. I request repair and replacement coverage (R&R) of this instrument at \$ _____ per month, to be paid along with the monthly rent for the duration of the rental period. If R&R option is elected, Foxes will:

A) Exempt the customer from financial liability if instrument is stolen or lost in fire, provided all payments are current at time of loss. The store will require reasonable proof of theft or loss, and that a report be filed with the police within 48 hours. Customer may rent a replacement instrument of their choice, but no rental accrued on the lost instrument will apply to the replacement.

B) Maintain the instrument in its original playing condition provided damages are not willful or due to abuse and provided all payments are current at the time of damage. Coverage does not include restoration of finishes or replacement of expendable items, e.g., reeds, mouthpieces, strings, straps, cleaning supplies, lubricants, drum heads, sticks, etc.

4. I decline repair and replacement coverage and will be financially responsible for loss by fire or theft and will be responsible for maintaining the instrument in its original condition through Foxes' repair facility. A refundable damage deposit of \$ _____ must be paid in advance if R&R coverage is not elected. If the instrument is returned in good condition, reasonable wear excepted, and all rental fees are paid to date, then the deposit will be returned by mail in approximately 2 weeks. If repairs are necessary due to misuse or neglect, the amount of the repair will be deducted from the deposit and the balance returned. If this amount is in excess of the deposit, the customer will be billed.

5. If the customer wishes to terminate the rental agreement, he agrees to return the instrument to THE FOXES MUSIC COMPANY at the above address. All rental fees must be paid up to date of return and ANY PORTION OF A MONTH THAT THE INSTRUMENT IS KEPT BY THE CUSTOMER REQUIRES THE PAYMENT OF A FULL MONTH'S RENTAL. If the instrument has been damaged willfully or through abuse, the customer agrees to pay the cost for repair and parts.

6. If the customer wishes to purchase this or a more expensive band/orchestra instrument, all rental payments up to twelve months (\$ _____), plus the damage deposit of \$ _____ (if paid) may be applicable to the purchase. After twelve months, half of all subsequent rental payments will apply in addition to this amount. R&R coverage does not apply to the purchase. The remaining balance may be paid in full, or in equal monthly installments over a period not to exceed 12 months, based on (1) the signing of a separate Sales Contract and (2) credit approval based on the rental record. THIS IS A RENTAL CONTRACT ONLY, AND DOES NOT OBLIGATE THE CUSTOMER TO PURCHASE, NOR DOES IT CONFER OWNERSHIP UNLESS ABOVE CONDITIONS ARE MET AND PAYMENT IS MADE IN FULL.

7. A LATE CHARGE OF \$3.00 PER MONTH WILL BE CHARGED ON RENTAL PAYMENTS MORE THAN 14 DAYS OVERDUE. Late charge payments may not be applied to the purchase of an instrument.

8. FAILURE TO PAY THE RENT WHEN AND AS DUE OR VIOLATION OF ANY OF THE AGREEMENTS HEREIN SET FORTH SHALL TERMINATE THE RENTAL STATUS BETWEEN THE PARTIES AT THE OPTION OF THE FOXES MUSIC CO. THEREBY FORFEITING THE DAMAGE DEPOSIT. *The lessee shall, on demand by the lessor, forthwith (1) Deliver the goods to the lessor in the same good condition as when received by the lessee, ordinary wear and tear excepted, and pay overdue rent plus any collection costs, or (2) Purchase the instrument at its full price plus over-due rental and any collection costs.* In the event any legal proceedings are undertaken under this agreement, the customer agrees to pay the actual attorney's fee, plus all costs for disbursements so paid by The Foxes Music Co.

9. The customer agrees not to take the above named instrument from the Washington Metropolitan area without the prior consent of The Foxes Music Co. THE CUSTOMER AGREES TO NOTIFY THE FOXES MUSIC CO. IN ADVANCE OF ANY CHANGE OF ADDRESS OR PHONE NUMBER (LISTED OR UNLISTED).

This Contract constitutes the entire agreement between the parties hereto; and the customer acknowledges receipt of a true copy hereof, and accepts the above instrument in good condition unless hereby noted:

Please print clearly.

Last Name _____ First Name _____ M.I. _____

Address _____

City/State _____ Zip Code _____

Home Phone: _____ Work Phone: _____ Signature _____

Foxes Music Co. Rental Application

Please print:

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Phone (H) _____ Phone (C) _____

Email Address _____

Employer _____ Phone (W) _____

Driver's License Number or Social Security Number _____

Spouse's Name, if applicable _____ Spouse's work phone _____

Alternate Contact Info. (must be at a different address and phone number):

Name _____

Phone _____

Credit Information

Credit Card Type _____ Account # _____

Expiration Date _____ CVV _____

Payment Method

Credit Card Auto Deduction: _____ (yes)

I hereby authorize payment of my rental fees to Foxes Music Co. by electronically transferring funds from my credit card account given above. This authorization will terminate when the rental instrument is returned to Foxes.

Signature _____ Date _____

Name as shown on card _____

Address (if different from above) _____

OR

Payment Book: _____ (yes)

I prefer to have a payment book sent to me. I will be responsible for sending in the monthly payments.