

RENTAL PURCHASE CONTRACT

The Horn Section, Inc. shall herein be referred to as Seller, the customer shall herein be referred to as Renter.

RENTAL TERM AND PAYMENT

This is a rental transaction. You may use the property for the term of this lease. At your option, you may renew this lease. To do this you must make a rental payment in advance of each term you wish to rent the property. Rental rates are shown on the reverse side of this contract. There are no grace periods. Time is of the essence in this lease. All rental payments must be made through automatic credit card payments or automatic cash withdrawal from your bank account.

TERMINATION

The Renter may terminate this lease at the end of any term, with no penalty, by returning the property to us and paying all rental payments and other charges due through the date of return. The instrument must be returned to the address shown on this contract and accepted by an employee of Seller. **THE RENTER REMAINS RESPONSIBLE FOR THE INSTRUMENT AND ALL RENTAL PAYMENTS UNTIL THE INSTRUMENT IS RETURNED TO AN EMPLOYEE OF SELLER AND THEY HAVE RECEIVED A RETURN RECEIPT.** All monies paid up to the time of return shall be considered rent. There are no refunds if you choose to return the property before the end of the term. Do not leave the instrument at school without proper authorization from us. Neither your school nor your band director are a party to this transaction.

ASSIGNMENT AND TITLE

You may not sell, mortgage, pawn, pledge, encumber, hock, dispose of the property or move it from your current residence without our written consent. If you do you will have breached this lease, and we will have the immediate right to possession of the property. Seller retains complete title to the property being rented until Renter has completed all terms of this agreement. We may sell, transfer or assign this lease without notice to you.

LOST, STOLEN OR DESTROYED INSTRUMENTS

Renter shall be responsible for payment of the remaining balance of the Purchase Price if the instrument is lost, stolen or destroyed. In addition, Renter will be responsible for all maintenance and repairs on the rented instrument unless they have elected to take the optional Instrument Protection Plan (IPP).

DEFAULT AND LATE CHARGES

In the event that rental payments become past due by 30 days or more, the Seller will consider the Renter in default. In the event of default, Seller may at its option, terminate this contract and seek possession of the instrument, or the Seller may declare the remaining Purchase Price due and payable, in full, on demand. In the event of default, Seller reserves the right to charge payments to the Renter's credit card or bank account (including late charges) using information provided on this contract. The Renter further agrees that the Seller may repossess the instrument through the band director or other school official. Renter also authorizes any school official to release information which may help Seller locate its instrument. A three dollar (\$3.00) late fee will be charged on all payments received more than 14 days after the due date. In the event that Seller takes legal action to recover possession of the instrument, Renter agrees to pay all attorney's fees and collection costs associated with the action, including those incurred on appeal, regardless of whether such action or proceeding is prosecuted to judgment.

REINSTATEMENT

In the event of default the Renter may reinstate the contract providing the following actions are taken: The Renter must promptly surrender the instrument to the Seller upon request and all unpaid rental charges including late charges are paid in full within 90 days of Renter's last timely payment. When the Renter has met the reinstatement terms the Seller will provide an instrument of comparable quality and condition to the instrument originally rented.

OPTIONAL COVERAGE—INSTRUMENT PROTECTION PLAN (IPP)

All new instruments carry a manufacture's warranty against defects from faulty materials or workmanship. Any remaining warranty will be transferred to Renter at the time of purchase if allowed by the terms of the manufacture's warranty. For an additional three dollars and ninety-five cents (\$3.95) per month for student flutes, plastic clarinets, trumpets, trombones or four dollars and ninety-five cents (\$4.95) per month for saxophones, oboes, wood clarinets, French horns and step-up trumpets and trombones, Seller will cover repairs necessary to keep the instrument in good playing condition during the rental period. IPP does not apply to deterioration of appearance which is cosmetic and does not affect the performance of the instrument, such as scratches, minor dents, and finish. Specifically excluded from coverage are sticks, mallets, drum heads, reeds, lubricants, mouthpieces, neck straps, ligatures and lost parts. An instrument totally destroyed by fire or other accident occurring not through the fault of the Renter will be replaced by Seller, without charge, with an instrument of similar brand, age, and condition as determined by the Seller. The Seller will require a reasonable proof of any such loss or destruction. Intentional abuse as determined by the Seller is not covered by this plan. All repairs and replacements must be made by Seller. In the event the instrument is stolen, Seller will replace it with one of comparable value. **A police report showing forced entry must be filed and the Seller notified within 24 hours after the discovery of the theft.** Mysterious disappearance from the school band room or lockers or elsewhere is not covered by this plan.

RENTAL PAYMENTS MUST BE CURRENT AND THE RENTER MUST NOT BE IN DEFAULT FOR IPP TO APPLY. PAYMENTS MADE FOR IPP DO NOT APPLY TO THE PURCHASE PRICE OF THE INSTRUMENT. Any claim for repair or replacement under IPP shall not alter or modify the terms of this rental purchase contract. **THIS IS OPTIONAL COVERAGE FOR AN ADDITIONAL CHARGE AND MAY BE DECINED.**

You may wish to determine whether your homeowner's or other insurance policy covers you for damage to rental property.

BUYERS RIGHT TO CANCEL

Renter may cancel this agreement by providing written notice to the Seller in person, by telegram or by mail. This notice must indicate that you do not want the goods or services and must be postmarked before midnight of the third business day after you sign this agreement. All monies will be refunded upon return of merchandise.

STUDENTS NAME _____ SCHOOL _____

RENTER'S NAME _____ RENTER'S D.L. # _____

RENTER'S ADDRESS _____ HOME PHONE _____

CITY _____ ZIP _____ EMPLOYER _____

E-Mail _____ WORK PHONE _____

INSTRUMENT: _____ New / Used

I have read and agree to all terms and conditions: **RENTERS SIGNATURE** _____ **DATE** _____

Mac: open w/Acrobat only

BELOW THIS LINE FOR OFFICE USE ONLY **METHOD OF DEBIT (SELECT ONE)** THE HORN SECTION WILL CONTACT YOU TO COMPLETE

<p>1. ACH (Automatic Cash Withdrawal from Checking Account)</p> <p>I hereby authorize The Horn Section, Inc. or its agents to initiate monthly debit entries to my checking account indicated below for the monthly payment hereunder and the depository named below to debit the same to such account to continue while this contract is in effect to:</p> <p>Bank Name _____</p> <p>Branch _____</p> <p>City, State and Zip _____</p> <p>Routing # _____</p> <p>Account # _____</p>	<p>2. Credit Card</p> <p>I hereby authorize The Horn Section, Inc. or its agent to charge the monthly payment hereunder to my credit card account indicated below to continue while this contract is in effect to:</p> <p>Type of card: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover</p> <p>Name on card _____</p> <p>Card # _____</p> <p>Expiration Date _____</p> <p>V-Code _____</p>
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RENTAL-PURCHASE DISCLOSURES

1. **RENTAL TERM:** Rental payments are due monthly at the beginning of each term. Your debits will start on the **5th or 20th of** _____.

2. **DESCRIPTION OF PROPERTY AND RENTAL RATES:** NEW USED Mouthpiece _____

<u>INSTRUMENT</u>	<u>BRAND & MODEL</u>	<u>SERIAL #</u>	<u>MONTHLY RENT</u>
_____	_____	_____	_____

PLUS TAX

3. **OPTIONAL CHARGES:**

Instrument Protection Plan \$ _____ per month Accepted x _____ Declined x _____

4. **TOTAL COST:** If you choose to rent to own you must renew this lease for the following number of months.

_____ Months @ \$ _____ and one month @\$ _____ for a total cost of \$ _____ plus tax.

Your monthly payment including the optional Instrument Protection Plan and sales tax is \$ _____

5. **OUR CASH PRICE FOR THIS INSTRUMENT IS \$ _____ plus tax**

6. **EARLY PURCHASE OPTION:** If you wish to purchase the instrument outright at anytime during this contract you will receive a 30% discount off the remaining balance.

Initial Payment Receipt

Rental Fee \$ _____	<table border="1"> <tr><th align="center" colspan="2">Method of Payment</th></tr> <tr><td>Cash</td><td>_____</td></tr> <tr><td>Check #</td><td>_____</td></tr> <tr><td>Credit Card</td><td>_____</td></tr> </table>	Method of Payment		Cash	_____	Check #	_____	Credit Card	_____
Method of Payment									
Cash		_____							
Check #		_____							
Credit Card		_____							
Book \$ _____									
Music Stand \$ _____									
Care Kit \$ _____									
Metronome \$ _____									
Other \$ _____	Sub-Total \$ _____								
SSK Package \$ _____	Sales Tax \$ _____								
	IPP \$ _____								
	Total \$ _____								

NOTICE TO RENTER

Do not sign this rental-purchase agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the agreement you sign. Keep it to protect your rights. I have read both sides and agree to all terms and conditions of this contract.

RENTERS SIGNATURE _____

SELLERS SIGNATURE _____

DATE _____