

NOTICE TO LESSEE—READ BEFORE SIGNING:

(1) Do not sign this before reading the entire agreement, including any writing on the reverse side, even if otherwise advised. **(2)** Do not sign if it contains any blank spaces. **(3)** You are entitled to an exact copy of any agreement you sign.

(4) You have the right to exercise any early buy-out option provided in this agreement. Exercise of this option may result in a reduction of the total cost to acquire ownership under this agreement.

A) Ownership: I understand that I will not own the instrument until the total number of payments are made, and total amount is paid to acquire ownership. I am responsible for the fair market value of the property if it is lost, stolen, damaged or destroyed. I understand I may acquire ownership of the property by paying outright the balance of the principle less the payments made (less the maintenance plan).

B) Right to return: I may, at any time, return the instrument to GMC in good condition and I will be released from this agreement **BUT WILL STILL OWE ANY OUTSTANDING PAYMENTS, LATE FEES AND COLLECTION FEES.**

C) Maintenance Plan: Covers all repairs except those resulting from my willful/wanton misconduct, neglect or abuse. In the case of theft, loss or accidental destruction, with a police report GMC will cover my homeowner's deductible up to \$250, but I am responsible for the balance of the purchase price.

NOTICE: *This contract offers, for an additional charge, a liability damage waiver to cover damage to the property. Before deciding to enter into this agreement, determine whether your homeowner's or casualty insurance affords your coverage for damage to the rental property and the amount of the deductible.*

D) Bankruptcy: If I file for bankruptcy before the principle is paid, the instrument will not be in my bankruptcy estate.

E) Default: If I default on any term or condition of this agreement, GMC may take possession of the instrument wherever found (at school or elsewhere). I am responsible for collection costs of an additional 47% of payments due and instrument value, 8% interest on the same, and \$50 for each visit to your home, school, or elsewhere to retrieve the instrument and/or payments. I may not move out of Colorado and continue this agreement. I will notify GMC of any local move.

F) Reinstatement: If I return the instrument within 5 days after missing a payment, I may reinstate the agreement within 60 days (120 days if over 60% of the balance has been paid) but am responsible for the missed payments, plus a reinstatement fee of 5% of the instrument's value.

The Golden Music rent-to-own program is the most efficient, affordable way to get high quality instruments featuring home delivery, school support, trade-up of instruments and a loaner program.

- Free delivery to student's house, school, parent's business or elsewhere.
- Student Violins, Violas, Cellos and Basses that are from small shops all over the world.
- Yamaha, Buffet Crampon, Eastman, European and American made band instruments.
- Rent always goes to purchase and you can return anytime.
- Free loaners, free pickup and free delivery with maintenance plan.
- Move your rental credit toward a master or performance instrument at any time (same student only).*

MAINTENANCE PLAN: covers nearly any repair needed on the instrument... the dog chewing it, the car running over it, spills, breaks, mishaps...not covered are neglect, abuse or purposeful damage. Cosmetic repairs that you request to be repaired may not be covered. The Maintenance Plan is mandatory because:

1. The instrument remains the property of Golden Music until the final payment is made, and we have a very strong interest to be sure that it is playing perfectly; that we are repairing it; and all that needs to be done for it gets done properly.
2. This instrument represents our store in all the settings it is used in and we want it working perfectly!
3. We want your student to have a working instrument at all times.
4. Neglect/abuse can be defined by not properly maintaining/servicing the instrument.

LOANERS: are available when repair or maintenance is necessary. Loaners are not guaranteed however. Sometimes we are out of an instrument category, if so we will expedite the process.

STRINGS: for violin, viola, cello and bass are covered no charge for the first 28 days.

BOWS: Repair needs on student instrument bows are covered as needed with a bow replacement.

INCLUDED ITEMS: Rental items: Case, bow, instrument and/or mouthpiece, are covered by the maintenance plan and can be serviced as needed. Expendable items: Rosin, cork grease, reeds, straps and oils are necessary to play the instrument. Initially, these items are included with the rental. Once the item has been used, it is the responsibility of the renter/contract holder/musician to get replacements as necessary.

THEFT OR LOSS: If there is a lost or stolen instrument, we cover up to \$250 of the amount owed to us for insurance deductible. The customer is responsible for the rest of the balance. A police report is required. **PURCHASE:** Equity is calculated from the rental fee excluding tax and maintenance plan. Equity can only be used for the same person that started renting. It may not be switched to anyone else. You may purchase your instrument for 25% plus tax off the remaining balance.

RENTAL INSTRUMENT CATEGORY DEFINED: Rental instruments include only: flute, clarinet, bass clarinet, alto sax, tenor sax, baritone sax, trumpet, trombone, bass trombone, baritone, euphonium, French horn, oboe, combo kit, percussion/bell kit, snare drum, violin, viola, cello, and string bass. Please note, guitars, drums sets, keyboards, or any other items are not available for rent or to trade credit to.

INSTRUMENT AVAILABILITY: Not guaranteed. Sometimes an item is out of stock.

RETURNING: You can return and cancel the contract at any time. Within five days after your due date, your payment (if made) will be refunded. **Any unpaid balance and fees remain due.** Simply bring your instrument to the store, or if you want pickup, phone or email us; there are no further charges, pending cooperation for arrangement of a mutually joint time to pick-up. You stand by until we have a delivery in your area, which we will phone you the day before to arrange.

LOSS OF RENTAL CREDIT WHEN RETURNED: If the instrument is returned, the credit accumulated is dissolved. It may not be moved to any other student or item not in the rental category.

EXCHANGING TO ANOTHER INSTRUMENT: The same student that started the contract may switch to any other band or orchestra instrument that we rent. You may be subject to a service fee to exchange. The credit is not transferable to any other store products, not saved on our books and not transferable to any other person or contract. If you go to a lower purchase priced instrument, only a proportion of credit is granted equal to the lower instrument's purchase price divided by the high instruments price as a percentage which is then multiplied by the credit. The maximum amount which can be applied is up to 24 payments. A service/exchange fee may apply.

***THE TRADING AND CREDIT OPTIONS ARE ONLY AVAILABLE FOR THE ORIGINAL STUDENT WHO RENTED - YOU MAY NOT TRANSFER CREDIT TO ANY OTHER PERSON NOR TO ANY PRODUCT OUTSIDE OUR RENT-TO-OWN CATEGORY. IF THE ORIGINAL STUDENT IS NOT USING THE INSTRUMENT, ALL RENTAL PERKS AND OPTIONS ARE CANCELED.**

Thank you! And we are looking forward to serving you for your musical needs!