

GEO. R. BREBER MUSIC CO., INC.

801 E. Geneva St. • P.O. BOX 206
Elkhorn, Wisconsin 53121
Phone (262) 723-2233 or (262) 723-4033
www.brebermusic.com



STRING INSTRUMENT RENTAL PLAN AGREEMENT

CUSTOMER INFORMATION

Parent's Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

Employer _____

Work Phone _____

Driver's License # _____

Social Security # _____

Player's Name _____

Player's School _____ Grade _____

Music Director's Name _____

TODAY'S ORDER AND PAYMENT METHOD IS:

Credit Card Cash Check # _____

Rental Fee \$ _____

Maintenance & Replacement \$ _____

Accessories: _____ \$ _____

Subtotal \$ _____

Tax \$ _____

Total Due Today \$ _____

Introductory Period Ends: _____

Afterwards your account will automatically convert to the monthly rental rate as follows:

REGULAR MONTHLY RENTAL RATE

Rental Fee \$ _____

Maintenance & Replacement \$ _____

Subtotal \$ _____

Tax \$ _____

Total Monthly Payment \$ _____

Monthly payments are due the _____ day of each month.

I (we) hereby authorize Geo. R. Breber Music Co., Inc., or its agent to initiate monthly charges to my account indicated below. Initials _____

CHECKING/SAVINGS ACCOUNT INFO

Bank Name _____

Routing Number _____ Account Number _____

CREDIT INFORMATION

Visa/MC/Discover # _____

Name on Card _____

Expires _____ Sec Code _____ Initials: _____

By initialing above, I authorize automatic monthly payment from the credit card account indicated above or amounts due under this Agreement.

Customer _____ Contract# _____

Instrument _____

Serial # _____

Brand _____ Model _____

Accessories _____

New Used Retail Price \$ _____

TERMS & CONDITIONS OF RETAIL PLAN

The customer agrees to rent the instrument and accessories described above from the Geo. R. Breber Music Co., Inc. ("the Company") on a month-to-month basis for the rental fee indicated below, plus a monthly fee for maintenance and replacement, if elected. Monthly fees will be paid in advance, due on the 1st day of each calendar month, and are not refundable. If the customer fails to pay all fees within 10 days of the due date, a late charge of \$10 or 5% of the unpaid amount, whichever is less, may be added. A \$25 charge will be added for returned checks. The customer may terminate this agreement by returning the instrument to the Company at any time. Additional terms and conditions are set forth on the reverse side. They are a part of this Agreement, so please review them carefully.

Instrument Exchange Benefit The customer may elect to exchange the instrument to a different-size instrument *at the same monthly rate.*

New Instrument Purchase Benefit The customer may elect to purchase a new instrument from the Company, and the Company will apply all prior rental payments to the price of the new instrument, up to **40%** of the new instrument's regular price (excludes sale-priced items).

Maintenance & Replacement Benefit If the Customer elects this benefit and pays the applicable monthly fee when due, the Company will provide service for the instrument to maintain it in proper playing condition (not including restoration of finish or expendable accessories such as strings, rosins, rock stops, pitchpipes, case straps, shoulder pads, etc.). The Company will repair or replace the instrument, at the Company's election, if the instrument is damaged, destroyed, or lost through fire or theft. Maintenance & Replacement fees do not apply to the New Instrument Purchase Benefit. Maintenance & Replacement Benefit is optional, requires an additional fee, and does not apply if the customer's account is delinquent. See reverse for additional details.

Yes, I elect Maintenance & Replacement Benefit!

No, I do not elect this benefit. I understand that I am responsible for all repair and replacement costs if the instrument is damaged, lost or stolen. Please initial: _____

NOTICE TO THE CUSTOMER:

- DO NOT SIGN BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
- DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

Sign and date: I have read, understand and agree to all terms and conditions of this Agreement, all of which are contained on this page. I have completed this form truthfully and to the best of my ability.

Signature _____ Date _____

Instrument delivered Stand delivered Book delivered Guarantee card

RENTAL AGREEMENT TERMS & CONDITIONS

1. **Payment in advance:** Full rental payment must be made in advance of the next due date to avoid late fees.
2. **Title:** The title to the described rental property on reverse is solely owned by Geo. R. Breber Music Co., Inc. ("the Company"). Lessee agrees not to loan, sell, pledge, pawn or dispose of the property in any way. The Company retains the right to sell, transfer, assign or encumber our interest in this rental agreement and the rented property.
- 2A. **Bankruptcy:** In the event a petition under any chapter is filed, the instrument will be returned to the Company, who retains the title to the rented instrument. Funds due from past due rental periods may become a part of the bankruptcy petition. The Company retains the option to pick up the rented instrument any time the instrument becomes 60 days past due or in the event a bankruptcy petition is filed under any chapter. The lessee agrees to this stipulation and agrees to surrender the instrument on demand to the Company.
3. **Notice of Removal:** The lessee agrees to notify lessor in writing before removal, other than temporary, of the instrument from the address as given on reverse. Written permission from the Company must be received before the instrument is moved.
4. **Termination of Rental:** The instrument may be returned at any time during the term of the rental period or any extension thereof, in which case this rental contract shall terminate, except that the lessee shall be obligated to pay any unpaid rental amounts associated collection costs, and any repair charges not covered by the Maintenance & Replacement Benefit option. Any cancellation by the lessee without returning the instrument shall be ineffective and the contract will remain in effect until the instrument, music stand and any additional accessories (if applicable) are returned to the Company. The Company may terminate this contract before the end of the rental term under the following conditions: failure to abide by the terms of this contract, failure to cure a default, or if the rented property is moved without the written permission of the Company from the address given on reverse. A default will occur upon failure to make payments in accordance with the Wisconsin Consumer Act, Wisconsin Statutes 425.103. If lessee fails to cure default within 15 days after notice of the lessee's right to do so, as required by Sec. 425.105, Wisconsin Statutes, the Company shall be entitled to possession of the rental property and the right to obtain possession in any lawful manner. The Company will be entitled to all monthly rental payments due prior to termination plus any delinquency charges. **The instrument must be returned to Geo. R. Breber Music Co., not the child's school!**
5. **Maintenance:** The Company will provide free maintenance of the instrument resulting from normal use. All maintenance must be done by the Company. Damage caused by abuse or neglect is the responsibility of the lessee.
6. **Return Before Expiration:** No refunds will be given for early return of the rented instrument or cancellation of the contract before the next due date. There will be no proration for unused days in the introductory period or any thirty day period following.
7. **Renewal:** Renewals shall not be automatic, but may be made on the same terms and conditions contained herein, with the consent of both parties at any time. Payment for the renewal period shall be due and payable in full at the beginning of the rental period. Notwithstanding any failure to renew, the rental rate shall continue as long as the instrument is in the possession of the lessee.
8. **Rent Credit on Purchase:** Should the lessee choose to purchase a new instrument during the term of any rental period, the Company shall apply all prior rental payments to the price of the new instrument up to 35% of the new instrument's regular price. Such applicable rental payments (not including Maintenance & Replacement Benefit option fees) shall be credited against said purchase price with not interest charge. Rent credit shall not apply to purchases made after the return of the instrument and cancellation of this rental contract. If the rental payment become 30 days past due, all previous rent credit will be forfeited. Rent credit may be applied to another instrument of equal or greater value based on the original rent value within the same product class. **Rent credit applies to the manufacturer's retail price and is not applicable to sale or discounted prices.**
9. **Responsibility for Loss:** Unless the **Maintenance & Replacement Benefit Option** is elected and in force at time of casualty as provided herein, and provides coverage applicable to the casualty, the lessee shall be responsible for all repair and/or replacement costs (beyond normal wear and tear) if the instrument is lost, stolen, damaged, or destroyed.
10. **Maintenance & Replacement Benefit Option:** The option will cover repair or replacement of the instrument if it is damaged, destroyed, or lost through fire or theft. A police report, insurance claim, or other proof of theft or loss may be required. Repairs must be done by the Company. **Items not covered are:** restoration of finish; expendable accessories such as strings, rosins, rock stops, pitchpipes, case straps, shoulder pads, etc.: or repairs done by someone other than the Company. Broken items must be returned to the Company. This option, once canceled, is not renewable unless approved by the Company. To add the Maintenance & Replacement Benefit option after the initial sign-up, the instrument must be brought to the Company for inspection.
11. **Right to Rescind:** If this contract is signed somewhere other than the offices of the Company, 5 E. Walworth Street, Elkhorn, Wisconsin, the lessee may cancel this transaction at any time prior to 5:00 PM of the third business day after the date of this transaction for a full refund.