

RENTAL AGREEMENT

CUSTOMER INFORMATION (all information required)

To be completed by a parent or guardian

Date _____

Last Name (of parent/guardian) First Name MI

Email Address

Home Phone Number Cell Work

Home Address (no P.O. boxes)

City State Zip

Driver's License or ID number State Issued Exp. Date

Name of Reference Person (not living in your household) Reference's Phone Number

Employer (if self employed, please provide the name of your business)

Employer's Phone Number and Address

Student's Name School Grade

PAYMENT OPTIONS (initial one)

_____ **AUTOMATIC CHARGE:** I authorize Terra Nova Violins, LLC to automatically charge my credit card listed below on the 1st of each month for all rental payments.

_____ **SELF-PAY:** I will make monthly rental payments by cash, check or credit card on or before the 1st of each month. I understand that my card will be charged for rent and late fees if my balance is not paid in full by the 10th of the month. I can change my payment option to "Automatic Charge" at any time by informing Terra Nova Violins, LLC by phone or visiting the store.

ALL RENTERS: There is a \$10 late fee for rent unpaid, for any reason, by the 10th of the month. By signing this form, you authorize Terra Nova Violins to charge your credit card for any amounts owed under this Agreement. Please see the back of this form for further details.

PLEASE READ THE TERMS ON THE REVERSE SIDE OF THIS FORM. By signing you affirm that you have read and understand all terms printed on both sides of this Agreement.

X _____
Signature of Responsible Party

Date

To be completed by a TNV associate:

<u>CREDIT CARD INFORMATION</u> <i>required for all rentals</i>		
NOT Accepted: Check cards, ATM or Cash cards, Gift or Promo cards		
_____ CARD NUMBER (Visa, MC, AMEX, or Discover)		_____ CARD TYPE
_____ NAME ON CARD	_____ EXP. (MO/YR)	_____ BILLING ZIP
_____ (alternate CC#)		



To be completed by a TNV associate:

<u>INSTRUMENT</u> (one per form)
Violin Viola Cello Bass
Serial Number: _____ _____
Condition: _____
Purchase/Replacement Cost of Outfit: \$ _____
Monthly Rental Fee: \$ _____
+ Monthly Maintenance: \$ _____
= Last Month's Rent: \$ _____
TOTAL PAYMENT (incl. tax) DUE THE 1 st OF EACH MONTH: \$ _____

<u>ACCESSORIES</u> (purchased separately)	
<u>Item # or name</u>	<u>Price</u>
_____	_____
_____	_____
_____	_____

INSTRUMENT RENTAL TERMS AND CONDITIONS

RENTAL TERMS: Renter rents the string instrument, bow and case (collectively referred to hereafter as "outfit") on a month-to-month basis. Renter pays the first month's pro-rated rent and last month's full rent at time of rental. The last month's rent will be refunded at the end of the rental term if Renter's account is current and in good standing. This Rental Agreement automatically renews on a monthly basis and is billed (and charged, if applicable) before 10:00AM on the first day of each month this contract is in effect, unless cancelled by Renter or Terra Nova Violins, LLC as described herein. The rental payment is due the first day of each month and is considered late if not received, for any reason, by the tenth day of the month, after which time a \$10 late fee is assessed and will recur for every month in which payment is delinquent. Terra Nova Violins, LLC reserves the right to charge Renter's credit card at any time for rent past due, fees and any other amounts owed under this agreement. Renter agrees to furnish Terra Nova Violins with current and accurate billing, contact and credit card information, and to notify Terra Nova Violins, LLC with any changes thereto. Renter authorizes Terra Nova Violins, LLC or its representatives to contact Renter at his or her home and to use all legal methods available for the collection of rented outfits and delinquent balances. A \$30 fee will be charged for each returned check. Terra Nova Violins, LLC reserves the right to cancel or modify this Agreement with written notification.

RENTAL CREDIT: This is NOT a "rent to own" agreement. Up to 100% (and no less than 50%) of all on-time monthly rental payments, excluding sales tax and maintenance fees, will accrue for every month this Agreement is in effect. The final rental credit percentage will be based upon the level of the new instrument purchase. Ask store associate for details. This credit may be used ONLY toward the purchase of the rented outfit or another instrument of the same type (i.e. rental credit accrued for a cello may not be used toward a violin, etc.) from the inventory of Terra Nova Violins, LLC at time of purchase. Rental Credit may be combined with Renter's last month's rent for a total of up to 50% of the new instrument price. Rental Credit is only redeemable if Renter's account is in good standing and the rented instrument is returned in its original condition, and may not be combined with any other offers, discounts or promotions. Accrued Rental Credit will remain valid for a maximum of 14 days following the date of cancellation of this Rental Agreement, after which time it will permanently expire.

CANCELLATION/RETURNS: This Rental Agreement may be cancelled by Renter or Terra Nova Violins, LLC at any time, without penalty. To cancel this Agreement, Renter must return the rented outfit, in person and in its original condition, to Terra Nova Violins, LLC at one of the addresses below. Monthly rent and fees will continue to accrue until the outfit is returned.

****** Returns must be completed at least ONE DAY BEFORE the next payment due date to avoid being billed and charged the next month's rent and fees.** Terra Nova Violins, LLC does NOT pro-rate the final month's rental fee or refund rent already paid, regardless of cancellation date. Renter agrees to remain liable after this Agreement is cancelled for unpaid rent, fees, and any other charges incurred during the rental period.

MAINTENANCE: Terra Nova Violins, LLC remains the owner of all rented string instrument outfits, and all repairs and maintenance thereto must be performed by Terra Nova Violins, LLC. Renter agrees to maintain the outfit in the same condition as when it was rented. Renter will not be reimbursed or covered by the maintenance plan described below for any parts, modification, repair or maintenance purchased or performed by anyone other than Terra Nova Violins, LLC. Renter will be held responsible for any work performed on the rented outfit that is deemed substandard by Terra Nova Violins, LLC.

RENTAL OUTFIT MAINTENANCE PLAN (included in total monthly charge and required for all rentals):

Cost per instrument, per month*:

VIOLIN: \$5, \$7 VIOLA: \$6, \$8 CELLO: \$8, \$10 BASS: \$10, \$12

*Different insurance amounts represent Studio or Classic models and Concert models, respectively.

This plan DOES cover:

- a. All routine maintenance and repairable damage to the rented outfit, including broken strings, worn bows and damaged cases. Note that Terra Nova Violins, LLC will only replace broken strings with replacement rental strings free of charge. Substitution of string type and additional string sets will be at Renter's expense.
- b. Accidental damage to the outfit occurring from regular use, as deemed by Terra Nova Violins, LLC.
- c. Theft – provided that Renter furnishes Terra Nova Violins, LLC with an official police report within 48 hours of the occurrence and the theft is not covered by any other insurance policy. Also, the plan does not cover theft if the outfit is left in an unsecure location as described below.

This plan DOES NOT cover:

- a. Any loss, theft, damage, or heat-related damage to a rental outfit as a result of leaving the outfit in any motorized vehicle or unsecure location.
 - o NEVER PUT A STRING INSTRUMENT IN THE TRUNK OF A CAR.
 - o NEVER LEAVE A STRING INSTRUMENT UNATTENDED IN ANY VEHICLE OR UNSECURE LOCATION.
- b. Any loss or damage resulting from intentional misuse or negligence by Renter, as deemed by Terra Nova Violins, LLC.
- c. Any damage occurring during air or overseas travel, except with the express consent of Terra Nova Violins, LLC.
- d. Any loss or damage due to acts of God.

Renter's account must be current and in good standing in order to make use of this Maintenance Plan. Terra Nova Violins, LLC reserves the right in its sole judgment to replace, in lieu of repair, any instrument, bow or case with a similar item from the Terra Nova Violins, LLC inventory.

Subrogation: In the case of any damage, loss or theft of an outfit, of which Terra Nova Violins, LLC is the legal owner, while in possession of the Renter and for which Renter is covered under a homeowner's, renter's, auto, or any other insurance policy, Terra Nova Violins, LLC will have the right to any and all recovery obtained under that policy for the damage, loss or theft of the outfit.

COLLECTIONS: Terra Nova Violins, LLC is the owner of the rented instrument outfit and may demand return of the outfit for any reason upon request. Renter agrees to return the instrument outfit as requested, in its original condition upon such demand, or face possible criminal/civil action and be held liable for the full purchase/replacement cost of the outfit, any outstanding rental balance and fees, and any other related costs (including, but not limited to, attorney and collection agency fees) to which Terra Nova Violins, LLC is due. Any sale or pawn by Renter of the rented outfit will be treated as theft and legally prosecuted to the fullest extent possible.