

INSTRUMENT Violin Viola Cello Bass Rental Fee: \$ _____ Per Month Recurring Payment Start Date: ____/____/____
Brand: _____ Serial Number: _____ Size: _____ Value of Outfit: \$ _____

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 next two month's full rent at time of rental. This Rental Agreement automatically renews on a monthly basis and is charged before 10:00AM on the first day of each month this contract is in effect, unless cancelled by Renter or The Violin Shop in Lincoln, Inc. 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. The Violin Shop in Lincoln, Inc. 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 The Violin Shop in Lincoln, Inc. with current and accurate billing, contact and credit card information, and to notify The Violin Shop in Lincoln, Inc. with any changes thereto.** Renter authorizes The Violin Shop in Lincoln, Inc. 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. Renter authorizes any private or public-school employee to disclose to us any information pertinent to this agreement, the possible whereabouts of our instrument or to pick up an instrument that is in default of this agreement. The Violin Shop in Lincoln, Inc. reserves the right to cancel or modify this Agreement with written notification. This rental agreement is not transferrable. Renewal of this agreement is solely at the option of The Violin Shop in Lincoln, Inc.

RENTAL CREDIT: This is NOT a "rent to own" agreement. Fifty percent (50%) of all on-time monthly rental payments, excluding sales tax, will accrue for every month this Agreement is in effect. This credit may be used toward the purchase of the rental outfit or another rental instrument of the same type (i.e. rental credit accrued for a cello may not be used toward a violin, etc.) at time of purchase. Rental Credit may be used for a total of up to 50% of a new (non-rental) instrument purchase. Rent 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, promotions or trade-ins. 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 The Violin Shop at any time, without penalty. To cancel this Agreement, Renter must return the rented outfit, in person and in its original condition, to The Violin Shop in Lincoln, Inc. at the address below. Monthly rent and fees will continue to accrue until the outfit is returned. There is a three (3) month minimum for all monthly rentals, this is to cover the reconditioning and restringing of the outfit. If this requirement is not met, it will be due at the time of return.

**** 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. The Violin Shop in Lincoln, Inc. 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.

INSURANCE: The Violin Shop in Lincoln, Inc does not currently offer insurance. We recommend adding the outfit to your homeowner's or renter's policy to cover the instrument for loss or theft. This is the most economical solution for Renters. The Violin Shop in Lincoln, Inc. rental agreement includes maintenance, adjustments, and minor repairs. We do not charge extra for these services as others do. Most "peace of mind" plans do not cover routine repairs, but only the loss or theft of an instrument. In the unlikely event that your insurer will not provide coverage, we recommend the following musical instrument insurance providers.

Heritage Insurance Services
info@musicins.com
1-800-289-8837
www.musicins.com

Anderson Musical Instrument Insurance
service@anderson-group.com
1-781-834-1700
www.anderson-group.com

COVERED REPAIRS: The Violin Shop in Lincoln, Inc. will cover normal "wear and tear" on items such as nicks, scratches, open seams, sticking pegs, fallen bridges or soundposts, and periodic tuning as requested. You are responsible for consumables and any damages beyond normal "wear and tear" including , but not limited to: broken or worn strings, broken bridges, bow re-hairs, broken necks, broken bows, loss or disappearance, damage from animals, the elements, automobile accident, fire, heat, windstorm, theft or act of God.

INITIALS

Due to allergy and health concerns for The Violin Shop in Lincoln, Inc. Employees and future Renters, returned cases covered with pet hair, pet urine stains or strong tobacco smell will be charged for a replacement.

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

Subrogation: *In the case of any damage, loss or theft of an outfit, of which The Violin Shop in Lincoln, Inc. 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, The Violin Shop in Lincoln, Inc. will have the right to any and all recovery obtained under that policy for the damage, loss or theft of the outfit.*

COLLECTIONS: The Violin Shop in Lincoln, Inc. is the owner of the rented instrument outfit and may demand return of the outfit for any reason. 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 The Violin Shop in Lincoln, Inc. 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.

Send correspondence to:

The Violin Shop in Lincoln, Inc. 1641 South 17th Street Lincoln, Nebraska 68502 (402) 474-1640