



<b>INSTRUMENT</b>	<input type="checkbox"/> Violin	<input type="checkbox"/> Viola	<input type="checkbox"/> Cello	<input type="checkbox"/> Bass	Yearly Rental Fee: \$ _____	Expiration 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 yearly basis. Renter pays the full yearly rent at time of rental. 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. We will deduct the current year’s rent credit, excluding sales tax, from the purchase price of the rental instrument, or from the list price of any instrument of equal or greater value. 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. 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 addresses below. Renter may be entitled to a partial refund if the instrument is returned before the expiration date. Refunds are based on the difference between the rent actually paid and the higher posted monthly rate for the instrument, with a three (3) month minimum charge. 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 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 repair at no additional charge any malfunction or maladjustment which materially inhibits the playability if the instrument. We will also 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 17<sup>th</sup> Street Lincoln, Nebraska 68502 (402) 474-1640**