

**Musical Instrument Retail Installment Contract**

1. Seller: The Seller is Stemple Music, Inc., 1618 Harrison Ave., Jeannette, Pennsylvania 15644

2. Buyer:

<b>Buyer's First and Last Name</b>	<b>Buyer's Street Address</b>	<b>Buyer's City, State, and Zip Code</b>
<b>Buyer's Home Phone</b>	<b>Buyer's Work Phone</b>	<b>Mobile Phone</b>
<b>Student's Full Name</b>	<b>School Attending</b>	<b>Teacher's Name</b>
<b>Buyer's Social Security Number</b>	<b>E-mail Address</b>	<b>Driver's License #</b>

3. Instrument, Cost & Payments:

<b>(a) Instrument</b>	<b>(b) Brand (Make)</b>	<b>(c) Serial Number</b>
<b>(d) Cash Sale Price (Includes 6% PA Sales Tax)</b>	<b>(e) Down Payment</b>	<b>(f) Unpaid Balance (items d-e)</b>
<b>(g) Service Charge</b> \$0.00	<b>(h) Time Balance (items f + g)</b>	<b>(i) Monthly Installment Amount</b>
<b>(j) Number of Installments</b>	<b>(k) Date of First Installment</b>	<b>(l) Late Charge</b> \$5.00
<b>CREDIT/DEBIT CARD INFORMATION:</b>		
<b>Card #</b>	<b>Expiration Date</b>	<b>CVV#</b>

4. Terms of Sale: **AUTOPAY BY DEBIT OR CREDIT CARD IS REQUIRED FOR ALL INSTALLMENTS.**

Seller agrees to sell to Buyer the "instrument" designated in section 3(a-c) hereof for the "cash sale price" stated in section 3(d). The "down payment" 3(e) is due upon the signing of this contract and before delivery of the instrument to Buyer. Buyer agrees to make the number installments specified in section 3(j) in the amount stated in section 3(i) unless Buyer terminates this contract as hereinafter provided. The first monthly installment will be processed by the Seller on the "date of first installment" indicated in section 3(k) and all further installments shall be processed by the seller on the same day of each month thereafter until either: (1) all installments have been made; or, (2) Buyer terminates this contract as hereinafter provided. If payment is declined, buyer will be notified and must provide valid card information within 10 days or buyer will be considered in default of contract.

5. Title: The instrument, which is the subject of this contract, shall remain the property of the Seller until all amounts, pursuant hereto are paid by Buyer to Seller. Upon payment in full of the time balance as provided in section 3(h), the instrument shall become the property of Buyer.

6. Termination: BUYER MAY TERMINATE THIS CONTRACT AT ANY TIME BY RETURNING THE INSTRUMENT TO SELLER'S PLACE OF BUSINESS IN GOOD CONDITION, WITH ALLOWANCE FOR NORMAL USAGE. UPON TERMINATION OF THIS CONTRACT BY BUYER, ALL MONTHLY INSTALLMENTS BECOMING DUE AFTER THE DATE OF TERMINATION SHALL BE ABATED. The date of termination shall be the date upon which Buyer delivers physical possession of the instrument to Seller's place of business. Buyer shall remain liable for any and all payments becoming due prior to the date of termination. The down payment shall be retained by Seller upon the termination of this contract by buyer together with all installments made prior to date of termination. **ANY AND ALL MONIES PAID ON THE ACCOUNT PRIOR TO TERMINATION ARE NON-REFUNDABLE.**

7. Maintenance: During the term of this contract, which shall be the period from the date hereof until the earlier of: (1) payment in full by Buyer; (2) the date that the last monthly installment is due hereunder; or (3) the date of termination of this contract by Buyer, Seller shall make necessary repairs and adjustments to the instrument as needed to maintain the instrument in playing condition without charge to Buyer. All such repairs or adjustments will be performed by Seller at Seller's place of business. Seller shall not be responsible for repairs to the instrument necessary as a result of Buyer's negligence, intentional damage by Buyer or any third party, loss or destruction of the instrument, finish restoration, replacement of expendable accessories or general cleaning. Upon termination of this contract by Buyer, Buyer shall be responsible for all damage to the instrument outside of the scope of the repairs for which Seller is herein responsible.

8. Default: Upon the failure of Buyer to provide valid credit or debit card information, Seller shall have a right to terminate this contract, retake possession of the instrument (the Buyer having the duty to return the instrument to Seller at Seller's place of business), and bring suit against Buyer for the collection of any and all delinquent amounts. In such event, Buyer agrees to pay to Seller reasonable attorney's fees and any court costs incurred by Seller in recovery of possession of the instrument and/or collection of delinquent amounts. Buyer agrees not to remove the instrument from the Commonwealth of Pennsylvania other than for performances outside of the Commonwealth and furthermore shall notify Seller of any change of residence. In the event that buyer fails to return instrument to the office of Stemple Music, Inc., this agreement shall constitute written authority for the person or organization in possession of it, including school officials, to relinquish possession, including prosecutions for theft.

**NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge, if any.**

**Buyer agrees to the terms of this contract and acknowledges receipt of a signed copy hereof.**

Dated: \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_