

Cupertino Music – Rental Agreement Terms & Conditions

1.General Guidelines: There is never an obligation to purchase an instrument. Rental customer, here after referred to as “Lessee”, will never own this instrument/equipment unless Lessee exercises the Purchase Option (see below). A \$15.00 charge will be added to every delinquent payment. Additional charges and or any additional bank fees incurred by Cupertino Music are the responsibility of the Lessee. Lessee may terminate this contract at any time by returning the instrument to Cupertino Music (Lessor) and settling up rental fees and all late charges. Rental fees will be charged up to the date of return. The “initial rental period” is a non-refundable minimum obligation of 3 months. Returns made more than 7 days after current month’s due date will be charged for a full month’s rental fee. At the time of the return, the current months prepaid rental fee will not be prorated for refund. Lessee understands that if rental account becomes more than 14 days past due, Cupertino Music may submit the account to collections and the Lessee will be responsible for the full purchase price of the rental instrument plus any due rental fees and late charges including all costs incurred by Cupertino Music attributed to time and or collection proceedings. The purchase price will be charged to the credit card on file if other arrangements are not made. Acceptance of this contract is subject to credit verification and final approval by Cupertino Music.

2.Recurring Payment Terms & Conditions: The authorization to charge your bank account and/or credit card is the same as if you have personally signed a check to Cupertino Music. This agreement will remain in effect until you notify Cupertino Music in writing and or return the instrument. A record of your payment will be included in your bank or cc statement. If there is an error, you are responsible for notifying Cupertino Music, so we can correct it. Please handle all errors directly with Cupertino Music. A separate proprietary form maybe required by our credit card processing company for recurring payments. It is the responsibility of the Lessee to notify Cupertino Music immediately of any changes in the credit card information (numbers, expiration date, etc.), billing or physical address changes.

3.Purchase Option: Lessee has the option to purchase the rental instrument at any time during the duration of this contract by paying the predetermined “Instrument Value”. If Lessee exercises this option to purchase, Cupertino Music will apply 75% of on time rental payments towards the purchase price excluding any sales tax, up to a maximum of nine months rental credit. The purchase option can occur any time during the duration of the rental, but a maximum of nine months rental credit can be used towards the purchase. Lessee will never acquire ownership unless Lessee exercises this purchase option. If Lessee is renting a used instrument, Lessee can exercise the Purchase Option and apply the credit toward an upgraded or new instrument of “like type” as long as the value of the trade up instrument is equal or higher than the rental unit. If Lessee began their rental with a new instrument, Lessee can exercise the Purchase Option to buy the rental they have or, apply purchase toward an upgraded (step-up) new instrument of “like type”.

4.Maintenance: Cupertino Music guarantees the playability of each rental instrument for the entire rental period. A limited maintenance protection plan is included with your rental payment to cover non-negligent minor repairs during the rental period. It is the responsibility of the Lessee to inform Cupertino Music of the need for repairs or maintenance. Reasonable care of the instrument is required while in Lessee’s possession. Abuse, frequent problems due to misuse, neglect, negligence, fire, theft or vandalism are not covered by this plan and subsequent repairs will be charged to the Lessee. Disposable accessories (i.e., reeds, oil, grease, strings, rosin, swabs, etc.) are the responsibility of the Lessee to purchase for proper care of the instrument during the rental term. Non-disposable parts and accessories (i.e., case straps, bows, mouthpieces, neck straps, flute rods, finger rings, valve slide protectors, etc.) if provided with rental must be returned with the instrument upon termination of the contact. Missing non-disposable parts and accessories are the responsibility of the Lessee and if missing will be charged to the Lessee upon instrument’s return. No one, including the Lessee, may work on the instrument other than Cupertino Music’s service center. Maintenance Plan is effective only when all fees are paid and only for the duration of this contact. Cupertino Music has the right at any time to terminate this agreement for misuse or negligent treatment of the instrument.

5.Theft, Loss, General Terms: If the instrument is lost, stolen destroyed in a fire, etc. the Lessee is responsible to Cupertino Music for the entire replacement cost of instrument as if you were to purchase it. It is the responsibility of the Lessee to insure or add to home owners or renter’s policy. We recommend that you contact your insurance agent to determine if you are adequately covered while the instrument is in your care, custody and control. You may need to purchase a separate policy to provide coverage. Only your insurance agent/company can determine this for you. The instrument may be kept only at Lessee’ stated address. Upon termination of the contact, the Lessee is responsible to return the instrument to Cupertino Music in substantially the same condition as when the Lessee received it with the exception of normal wear. Lessee is responsible for all rental fees and the security of the instrument until instrument is in the possession of Cupertino Music. Lessee agrees to pay Cupertino Music any cost incurred in the return of the instrument. Cupertino Music has the right to terminate this contact at any time if Lessee is in default of payment. In such an event. Lessee agrees to promptly return the instrument to Cupertino Music and all purchase options credits to be forfeit. Any default of this contract allows Cupertino Music to take possession of the instrument wherever found, with or without Lessee’s knowledge.

Renter’s Initials

Date