

MESILLA VALLEY PRO MUSIC

919 n. Valley Dr. Las Cruces, NM 88005
575-526-8777 Fx575-526-2779

mesillavalleypro@yahoo.com

Customer Instrument Purchase with Return Option Application & Agreement

- 1) Mesilla Valley Pro Music, here after known as MVPM, agrees to sell this instrument and all accompanying accessories to _____, hereafter known as the buyer as indicated below. The title to this Instrument shall remain the property of Mesilla Valley Pro Music, until the buyer should complete all the monthly payments and fees stipulated on this contract. Lessee may not sell, trade, pawn, or otherwise dispose of this property of Mesilla Valley Pro Music until this agreement is paid in full.
- 2) An initial monthly payment will be collected in advance. No refunds or credits will be issued in the event of early termination. Payments are due before the beginning of each new month. Buyer may cancel this agreement by returning this instrument, paying any due charges, and obtaining a receipt of return.
- 3) Buyer agrees to provide and maintain insurance against loss or theft for this instrument.
- 4) A Service Fee is included in the total monthly payments. The Service Fee covers any service work or parts needed to maintain this instrument to playing condition, with the exception of strings, oils, swabs, and reeds. Cosmetic repairs, cleaning, and general care are the responsibility of buyer, and are not covered under this agreement. MVPM reserves the right to charge buyer for costs of service or parts due to abuse or neglect of the Instrument. MVPM will be the sole authority in determining labor and parts costs covered under this provision.
- 5) Unless otherwise indicated on this contract, the instrument will be kept at the address of buyer shown on this contract. Buyer agrees to advise MVPM in writing of changes in address, phone number, or school which Instrument is used. This Instrument may not be left at another address, or in the care of any person other than those indicated on this agreement.
- 6) All accessories and parts must be included should the buyer choose to return the Instrument. Missing parts or accessories will be charged to buyer. Damage to this instrument or its case by paint, stickers, or engraving will be charged to the buyer. The return of this Instrument will terminate this agreement.
- 7) The following events shall constitute default by buyer:
 - A) Failure to make any payment to MVPM within 30 days of due date (Payments more than 15 days late will incur a \$15.00 late charge). Accounts over 60 days past due will be referred for collection.
 - B) The return to MVPM any check as non-collectible;
 - C) Willful or negligent damage to the Instrument.
- 8) In the event of default, MVPM may at its option, terminate this agreement. Upon notice of such termination of this agreement, buyer must return or surrender this instrument to MVPM or it's agent within ten days and pay all monthly and late fees then due. If the instrument is not returned within ten days, buyer agrees to pay the instrument price as indicated in full, including late fees, and any legal or collection fees experienced by MVPM.
- 9) Buyer agrees that MVPM has title to and may take possession to this instrument at any time lease is in default. Buyer may cure any default, and reinstate this agreement, by paying all late fees and instrument payments due at that time.

10) Buyer agrees MVPM may obtain information regarding this lease from credit reporting agencies strictly for use in decisions requiring the purchase of this instrument, and may not share that information for any other purpose.

11) A non-refundable contract fee of \$16 will be collected with the opening of all accounts to offset Credit Report and Banking costs involved with the establishment of this Lease to Buy agreement, not applicable towards the ultimate purchase of this instrument.

First Name _____ Middle Initial _____ Last Name _____

Physical Street Address _____ City, State, & Zip _____

PO Box or Mailing Address _____

Social Security # _____ Date of Birth _____ Drivers License# _____

Home Phone (____) _____ Cell Phone (____) _____ Work Phone (____) _____

E-Mail _____ Place of Employment _____

Drivers License # & State _____ Spouses Name _____ Phone _____

Credit Card # _____ Expiration Date _____ Payments to Card? __Yes__No

Name on Card _____ Billing address same as above? _____ Charge Signature _____

Instrument Brand _____ Type _____ Model _____ Serial Number _____

Appraised Condition _____ Accessories Included _____

Student's Name _____ School _____ Grade _____

Monthly Instrument Payment _____

Monthly Service/Damage Fee \$5.11

Monthly Payment Total _____

Customer Signature _____ Date _____

Account Approved by _____ 4/5/13 11:38 AM