



Meridian Winds

www.meridianwinds.com

Phone: 517-339-7333 Email: rentals@meridianwinds.com

Rental/Purchase Agreement

Date: ____/____/____

Student's Name: _____ Student's School: _____

Parent/Guardian Name: _____

Address: _____ City: _____ Zip: _____

Driver's License #: _____ Date of Birth: ____/____/____

Phone #: _____ Email: _____

Credit Card #: _____ Exp. Date: ____/____ CVV/CVC: _____

Instrument and Monthly Price

Student Models:

____ Flute - \$35	____ Trumpet - \$35
____ Oboe - \$65	____ Single French Horn - \$65
____ Bassoon - \$130	____ Double French Horn - \$90
____ Clarinet - \$35	____ Trombone - \$35
____ Bass Clarinet - \$90	____ Baritone/Euphonium - \$65
____ Alto Saxophone - \$65	____ Bell/Snare Kit - \$35
____ Tenor Saxophone - \$65	____ Xylophone Kit - \$65

Intermediate Models:

____ Flute - \$130
____ Oboe - \$150
____ Clarinet - \$100
____ Bass Clarinet - \$150
____ Alto Saxophone - \$130
____ Tenor Saxophone - \$150
____ Trumpet - \$100
____ Trombone - \$130

Pick up/Delivery Options:

____ Pick up from Meridian Winds
 ____ School Delivery
 only available during
 the school year
 ____ Ship to home
 Additional \$25 shipping
 charge will apply

Would you like to pay 4 months in advance to receive a free book and music stand? Yes ____ No ____

Do you wish to purchase any additional accessories? _____

- A valid credit card must be used for all initial payments and will be kept on file for future use during the term of this agreement. **If you receive a change in your credit card information, please notify us immediately.** Rental/purchase payments will be automatically deducted on a monthly basis from your credit card until such time as payments made equal the total purchase price or the instrument is returned.
- If you do not wish to have your payment charged to your credit card on any given month, contact us before the due date to let us know that you have mailed a check or come in to the store to make your payment.
- **All payments have a 10-day grace period from the due date before a \$5.00 late fee is charged.**

Instrument: _____ Maker: _____ Model: _____ Serial #: _____

☐ New ☐ Reconditioned

Accessories included with rental:

Instrument Price: \$ _____	____ Flute: cleaning rod, polishing cloth
Special Mouthpiece: \$ _____	____ Oboe: 1 reed, cork grease, swab
Applicable Rental Credit (if any): \$ _____	____ Clarinet: 3 reeds, cork grease, swab
Michigan Sales Tax: \$ _____	____ Saxophone: 3 reeds, cork grease, neck strap
Total Purchase Price: \$ _____	____ Brass instruments: oil, slide grease

- The initial payment is due today in the amount of \$ _____.
- Payment thereafter is due monthly on the _____ of each month in the amount of \$ _____.
- Payments are due monthly until the amount paid equals the total purchase price of the instrument or the instrument has been returned to us.

☐ Paid 4 months in advance; received free book and music stand.

○ Next rental/purchase payment will be due ____/____/____

I have read this agreement and fully understand it and agree to abide by its terms and conditions.

Signature: _____

Rental/Purchase Agreement Terms and Conditions

Statement of Ownership: Meridian Winds maintains all of the rights of a secured party during the term of this agreement. The instrument listed in this agreement remains the sole property of Meridian Winds until such time as payments made equal the total purchase price listed on this agreement. A claim of ownership may only be made after Meridian Winds has received payment in full according to the terms of this agreement. **No claim of ownership will apply until your payments have equaled the total purchase price as listed in this agreement.**

Default: Failure to keep a valid card on file for rental payment deductions may result in the contract entering default. If your payments are not current and you are made aware of it via phone and email, we will consider this agreement to be in default and reserve the right to demand that you immediately return to us the instrument listed in this agreement. Furthermore, upon default you:

- A. Authorize Meridian Winds to take possession of the rental property listed in this agreement wherever and whenever it may be found after reasonable and documented attempts have been made to settle the account.
- B. Authorize Meridian Winds to work with any school music educator or school administrator to return rental property that is in default.
- C. Agree that you will surrender an instrument in default to a Meridian Winds agent if, when, and wherever you may be asked to do so.

Returns: The instrument listed in this agreement may be returned at any time during the term of the agreement with no further obligation provided that all payments (and late fees, if applicable) as listed in this agreement are current or made current at the time of return. Instrument returns will not be accepted if the account has a past due balance.

- Please do not leave the instrument at school for return via your band director unless you have made prior arrangements with Meridian Winds for pickup and return and your band director is informed. You are responsible for the safety and well-being of the instrument until it has been returned to Meridian Winds.

Rental Credit and Exchanges: If this is a rental agreement and you wish to switch instruments **during the first year** of this agreement, all rent that was paid will be applied to diminish the purchase price of the instrument to which you are switching. If this is a rental agreement and you wish to purchase a different instrument or a step-up instrument or switch to any other rental instrument **after the first year** of this agreement, half of the total rent paid will be applied to diminish the purchase price of the instrument to which you are switching.

Meridian Winds Service and Protection Agreement (SPA) Terms and Conditions

Service: We will cover repairs as needed to keep your instrument in excellent playing condition during the term of the rental contract. All service must be performed by Meridian Winds technicians.

Service Exclusions:

- The following requests for service are not honored under the SPA:
 - Cosmetic repair requests that do not affect the playability of the instrument.
 - Minor dents inaccessible by normal means of repair that do not affect playing condition.
 - Repair/restoration of scratches in lacquer or silver plating.
 - Shipping costs to and from Meridian Winds for service.
- Damage: Repairs necessary as a result of neglect, abuse, malicious damage, or damage inflicted to the instrument by unskilled persons are not covered under the SPA.
 - **Please note: It is expected that all due care will be taken in the overall protection and care of the instrument listed in this agreement.**
- Past Due/Default: Instruments with Rental Agreements past due or in default do not qualify for SPA service.

Fire or Theft: In the event of loss, fire, or theft the lessee shall file a police report and deliver it to Meridian Winds within 48 hours of the occurrence. At that time Meridian Winds may replace the instrument with one of equal value. In the event that the lost instrument should be found/recovered, the replacement instrument must be returned to Meridian Winds immediately.

Loss: If the instrument should be lost or lost by fire or theft, and no police report is received, Meridian Winds has no duty to replace it and the lessee shall be completely responsible for the remaining balance owed for the instrument as is set forth in this agreement.

Do not leave your rental instrument unattended in unsecure areas.

Arbitration: Any dispute between MW and Customer regarding this Agreement, including its interpretation or the adequacy of any performance under it, shall be resolved exclusively by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator regarding any dispute shall be final and binding on the parties and enforceable in any court of appropriate jurisdiction. The expenses of the arbitrator, if any, shall be shared equally by the parties.