

RENTER's DBN ID# _____



Agreement

Rent-To-Own

Musical Instruments

Email- rentals@davidsbrokennote.com
Facebook- [Davidsbrokennote](#)
Website- www.Davidsbrokennote.com
Phone-530.661.2349

Date: _____

X 1. Student Name: _____ School: _____ City: _____

X 2. Renter Name: _____

Address: _____ Apt: _____ City: _____

State: _____ Zip: _____ Phone: _____ Email: _____

Driver's License #: _____ State Issued: _____ DOB: _____

3. Instrument Rented:

Manufacturer:

Model:

Serial Number:

Instrument Value: \$

RTO BASIC

Monthly: \$

Plus, Taxes: \$

Minimum # of Payments: 2

INITIAL Total: \$

ON-GOING: \$

/month

RTO+ DELUXE

Monthly: \$

Plus, Taxes: \$

Minimum # of Payments: 2

MAINTENANCE: \$ /month

INITIAL Total: \$

ON-GOING: \$ /month

Rent is always taxable.

Renter, Initial HERE _____

Damage / The renter shall be liable to pay for any damages that may occur. If damage exceeds more than half the instruments listed value on the contract, Davids' Broken Note reserves the right to charge the "Renter" the full price or remaining balance of the instrument. The customer would then own the instrument and the Agreement would be considered fulfilled. See section **Normal Wear and Use** for additional information.

It is understood that "Renters" who do **not** opt IN to have Davids' Broken Note's "Maintenance Option," will pay for all instrument performance degradation at current shop pricing. This applies to both active Rent-To-Own contracts and returned instruments.

Corner of Beamer and East 10 N. East Street Suite 203 Woodland, CA 95776 **530.661.2349**



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Maintenance Fees / Included: All repairs and sanitation processes relating to the instrument's performance and cleanliness that are not caused by damage or misuse. You may be offered a "loaner" instrument, pending availability, while the original instrument is being repaired. The renter then agrees to take any and all liability while the "Loaner" instrument is in possession of renter.

- **Brass Instruments** \$7.00 per month

Yearly professional cleaning of the rented instrument. Brass instruments, both large and small, will receive a Full Ultrasonic Cleaning, sanitation, and valve adjustment and tuning.

Large Brass instruments, **Baritone, Euphonium, and Tuba** are subject to a \$10.00 per month Maintenance fee.

- **Woodwind Instruments** \$7.00 per month

Yearly professional cleaning of the rented instrument. Woodwind instruments will receive a sanitation clean, oil and adjustment.

Large Woodwind instruments, **Baritone Sax and Bass Clarinet**, are subject to a \$15.00 per month Maintenance fee.

- **Fretted Instruments** \$7.00 per month

Yearly services and products you will receive; Professional "Setup" to meet musicians' preferences along with free installation of new strings, twice a year. Strings offered are...

12-53-gauge phosphor bronze for acoustic (uncoated) or,

10-46-gauge nickel wound for electric (uncoated) or,

45-100-gauge nickel wound for bass (uncoated)

Note: "RTO+ is a Maintenance Option" payments are not applicable towards the purchase or fulfillment of Davids' Broken Note's Rent-To-Own agreement. Cleanings do not accumulate and are not subject to any type of reimbursement should the "Renter" not bring the instrument in for cleaning

X Initial Yes _____ / No _____

X Auto Pay / All Rent-To-Own contracts are set up as Autopay to the Renters Credit and or Debit card. Customers will be billed on the 1st of each month. Your signature authorizes Davids' Broken Note to automatically bill your card, Credit and or Debit card.

Renter's Name on Card: _____

Card Number: _____ Visa MasterCard Amex Dis

Exp Date: _____ CVV: _____

✓ **Signature** _____

Secondary Credit/Debit Card

Name on Card: _____

Card Number: _____ Visa MasterCard Amex Dis

Exp Date: _____ CVV: _____

✓ **Signature** _____



Rental Payments

This agreement is a Rent-To-Own agreement between Davids' Broken Note and you the "Renter" to rent a musical instrument as described in on page 1.

The "Renter" agrees to pay the first 2 months in advance and applicable taxes. "Renter" agrees to have monthly rental fees and applicable taxes auto deducted in advance of each 1 month rental period. It is understood that all paid applicable taxes and rental fees may be applied toward the purchase of said instrument from Davids' Broken

The total payments shall not exceed the total value including any taxes and or fees of the instrument listed in this contract. After all payments are made the instrument would then become the property of you the "Renter."

NOTE: This does not include Davids' Broken Note's "Maintenance Option."

Transfer & Step-up Program

The first 12 months are non-transferrable. Davids' Broken Note does offer Renters the option to transfer their equity, towards the purchase of an Intermediate level instrument only, after the first 12 months of payments on the beginner instrument. The original instrument in the Rent-To-Own Agreement would need to be "Returned" before the exchange will be considered. See the Return section for details. After the original instrument has been inspected, a new Rent-To-Own Agreement will be written, and any equity acquired beyond the first 12 months would be applied automatically to the new instrument.

Normal Wear and Use

Davids' Broken Note guarantees that all Rent-To-Own instruments are inspected, adjusted into proper playing condition, and professionally cleaned before being made available for rent. During the normal use of the rented instrument Davids' Broken Note accepts that minor scratching will occur internally as well as externally on the instrument. Any scratches that may affect the playing ability of the instrument is considered damage. The Renter would then be liable to pay to repair any such damage. Minor misalignment or minor worn keys is also considered Normal Wear and Use. Cleanliness is not considered Normal Wear and Use. Renters are expected to clean instruments in order to maintain proper playing condition. If an instrument is returned in excessively dirty condition, Renter agrees to pay to have the instrument cleaned. Excessively dirty conditions are considered by Davids' Broken Note when there is a buildup of calcification, food, spit, or "Red Rot" (Dezincification). Examples of "Red Rot" can be found on our website.

Damage/Loss

When damage occurs, the renter shall be liable to pay for damages and or replacement parts.

If damage exceeds more than half the instruments listed value on the contract, Davids' Broken Note reserves the right to charge the "Renter" the full price or remaining balance of the instrument. The customer would then own the instrument and the Agreement would be considered fulfilled.

Any component that shows signs of "Red Rot" is considered damage and will need replacing at Renters expense. Missing components will be replaced by Davids' Broken Note at the Renters expense. Dents or bent keys are considered damage and will be repaired at Renters expense. All repairs must be completed by Davids' Broken Note and will be charged based on our current shop rate. Should an instrument become lost or stolen it will be the Renters responsibility to file a police report as well as pay the remaining balance of the rented instrument. Davids' Broken Note can offer a copy of the Agreement to help file the report. Damage beyond more than half the value of the rented instrument is subject to Davids' Broken Note's right to charge the "Renter" the full value of the instrument.



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Returns

Renter has the right to return the instrument to Davids' Broken Note at any point during the Agreement unless otherwise stated in the contract. The first 2 months are non-refundable. Davids' Broken Note would then inspect the instrument for any **Damage**, see Damage/Loss for examples of Damage. If damage exists, Davids' Broken Note will provide Renter a quote for the repair(s) and Renter will be liable to pay for said repair(s). Renter has 30 days after returning the rented instrument to pay for all damage/loss. After all payments are made pertaining to any damage or loss Renter will be emailed a notification confirming the Rent-To-Own Agreement is canceled. All monthly payments would then cease.

Late Fees

Renter agrees that a late charge of \$10.00 shall be added to all past-due rental charges 10 days after due date. Renter also agrees that Davids' Broken Note reserves the right to charge any past-due balance to the alternate credit card and/or debit card for any amount owed by renter pursuant to this section due to late/past-due payment(s) or rental charges. If the account becomes 30 days delinquent, failure to return instrument(s) and/or equipment—or failure to payment arranges—Davids' Broken Note may reclaim rented instrument(s) and/or equipment wherever found—at school or elsewhere—with or without the knowledge of the Renter. You also agree to pay reasonable fees if this Agreement is referred to an attorney or collection agency.

Collections

Should you default on any payment, Davids' Broken Note reserves the right to reclaim this instrument, and all amounts due to us under this agreement, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the instrument(s) and/or equipment including, without limitation, payment for loss of or damage to the instrument(s) and/or equipment, rental charges, and collections fees. We will take the following actions: repossess the instrument(s) and/or equipment at any time in our sole discretion for reasons that include but are not limited to the following: delinquent payments, being used in a manner that violates the law or the terms of this agreement or appears to be abandoned. You agree that we needn't notify you in advance. If the rental is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the instrument(s). You agree that such costs can be charged to the card you used to rent the instrument(s).

Rent is taxable.

I agree to the terms within this agreement.

X Renter's Signature _____ Date: _____

