

Rent-To-Own Contract

Davids' Broken Note 10 N. East Street Suite 203 Woodland, CA 95776 530.661.2349

1. Renter:

Customer ID# _____

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Apt: _____

Phone: _____ Email: _____

Driver's License #: _____ DOB: _____

2. Employer:

Employer: _____

Employer Phone: _____

Employer Address: _____ City: _____

State: _____ Zip _____

Why do we need employers' information?

Davids' Broken Note requires all Rental customers to provide Employer information for the purpose of verifying income (if needed) and collections if "**Renter**" should default on payments.

3. Spouse:

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Apt: _____

Phone: _____ Email: _____

Spouse Employer Information is only needed if the **Employer section** is not filled in.

Spouse Employer:

Employer: _____

Employer Phone: _____

Employer Address: _____ City: _____

State: _____ Zip _____

Student:

Name: _____ School: _____

Instrument:

Manufacturer: _____ Model: _____

Serial Number: _____ Condition: _____

Instrument Value: _____ Taxes: _____

Total Price: _____ Number of Payments: _____

Payment Totals: _____ Initial Payment: _____

Maintenance Option Policy:

Our "Maintenance Option" is \$7.00 a month and covers mechanical issues relating to the instrument that are not caused by damage or misuse. Our Large Brass and Woodwind "Maintenance Option" covers the same issues but is \$10.00 a month. Should damage occur, the customer will be liable to pay for damages and or replacement parts if needed. "Renters" with the "Maintenance Option" may be offered a "Loaner" instrument, pending availability, while the original instrument is being repaired. The customer then agrees to take any and all liability while using the "Loaner" instrument. **Should damage exceed 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 contract would be considered fulfilled.** "Maintenance Option" payments are not applicable towards the purchase or fulfillment of Davids' Broken Note's Rent-To-Own contract.

It is understood that "Renters" who do not opt to have Davids' Broken Note's "Maintenance Option", will pay for any and all issues at current shop pricing. This applies to active Rent-To-Own contracts as well as Returned instruments.

Added Benefits

Woodwind and Brasswind

Davids' Broken Note's "Maintenance Option" covers once a year, a full professional cleaning of the rented instrument. Brasswind instruments, both large and small brass, will receive an Ultrasonic Cleaning. Woodwind instruments, both large and small, will receive a Clean, Oil, and Adjust. Cleanings do not accumulate and are not subject to any type of reimbursement should the "Renter" not bring the instrument in for cleaning.

Fretted

Customers opting to have Davids' Broken Note's "Maintenance Option" for fretted instruments will receive:

1. Two free packs of standard strings each year
 - 12-53 gauge phosphor bronze for acoustic (uncoated)
 - 10-46 gauge nickel wound for electric (uncoated)
 - 45-100 gauge nickel wound for bass (uncoated)
2. Free installation of new strings
3. Free Setup for customers preference or change of string gauge

Maintenance Option

Initial Yes _____ Initial No _____

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.

Name on Card: _____

Card Number: _____ Circle: Visa Mastercard AMEX Dis

Exp Date: _____ CVV: _____

Signature _____

Secondary Credit/Debit Card

Name on Card: _____

Card Number: _____ Circle: Visa Mastercard AMEX Dis

Exp Date: _____ CVV: _____

Signature _____

Rental Payments

This contract is set up as a Rent-To-Own contract between Davids' Broken Note and you the "Renter." The "Renter" agrees to pay the first 2 months in advance to cover the cost of rental. "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 Note. This does not include Davids' Broken Note's "Maintenance Option." The first 12 months are non-transferrable. All payments after the first 12 months may then be transferred to an intermediate level instrument. A new contract would then be written with the new instruments information. The 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."

Late Fees

Renter and Davids' Broken Note agree 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. In the event that 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 contract is referred to an attorney or collection agency.

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 condition is considered by Davids’ Broken Note when there is a build up of calcification, food, spit, or “Red Rot” (Dezincification). Examples of “Red Rot” can be found on our website.

Damage/Loss

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 contract in order 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.

Return

Renter has the right to return the instrument to Davids’ Broken Note at any point during the contract 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 give 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 any and 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 contract is canceled. All monthly payments would then cease.

Step-up Program

Davids’ Broken Note offers Renters the option to transfer their equity, other than the first 12 months of payments, towards the purchase of an Intermediate level instrument. Renters may also switch instruments in the Rent-To-Own contract to an Intermediate level instrument. The original instrument in the Rent-To-Own contract would need to be “Returned” before the switch could be made. See the Return section for details. After the original instrument has been inspected, a new Rent-To-Own contract will be written and any equity beyond the first 12 months would be applied automatically to the new instrument.

Collections

Should you default on any payment, Kline Music 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.