

# BAND INSTRUMENT RENTAL/PURCHASE AGREEMENT

Columbus Music Academy Ltd. 1253 Morse Road, Columbus, Ohio 43229 Office (614)784-1988 Fax (614)784-1911

## All Fields Must Be Completed

Renter's Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_  
Cell Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_ SS#: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Driver's License #: \_\_\_\_\_ Employer: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Employer's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Credit Card Name: \_\_\_\_\_ Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Spouse's Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ SS# \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Driver's License #: \_\_\_\_\_  
Employer: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Employer's Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of nearest friend or relative not living with you: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Home Phone:(\_\_\_\_) \_\_\_\_\_

Student's Name: \_\_\_\_\_ School: \_\_\_\_\_

Instrument:	_____	Monthly Rental Fee:	_____	Monthly Fee:	_____
Brand:	_____	Maintenance Fee:	_____	X2:	_____
Model #:	_____	Sales Tax:	_____	Min. Rental:	_____
Serial#:	_____	Total:	_____	Please Initial:	_____
Value \$:	_____	Please Initial:	_____	(2 Month Minimum)	
Value Incl. Tax:	_____				
Term:	_____				

1. To initiate this Agreement Columbus Music Academy Ltd., an Ohio, Limited Liability Company hereinafter referred to as CMA hereby agrees to rent to the above stated party, hereinafter referred to as Customer, the above stated product, hereafter referred to as Instrument for a minimum of two (2) months. These 2 (two) payments are a non-refundable Security Deposit. In the event Customer returns Instrument prior to completion of contract, both payments are forfeit. These payments are not refundable. Hereafter, regular payments shall be payable and due on the seventh (7<sup>th</sup>) of each month.
2. It is agreed that all money paid, except sales tax, and maintenance fees (which are due monthly with rental payment) will apply toward the purchase price of Instrument. The rental period must be continual and uninterrupted. Full ownership of Instrument remains that of CMA until such time as all rental payments and late fees, if any, have been paid. Until such time Customer has no ownership rights. No refunds will be made on rental fees paid.
3. Customer may return Instrument at any time in good condition as determined by CMA and terminate the rental. At this time any rental payments and late fees accrued to the date of termination must be paid in full. If CMA concludes or has reason to believe Instrument has been damaged (either accidentally or intentionally), and Instrument is determined to exceed the criteria established by CMA for "normal wear and tear" Customer agrees to pay for any and all additional repair or replacement costs.
4. An Instrument Maintenance Plan is available with the signing of this contract for an additional cost of five dollars per month (\$5.00) \_\_\_\_\_. The plan does not cover loss due to fire, theft, destruction of Instrument either intentionally or accidentally. Damage cannot exceed the value of Instrument. Plan does not cover replacement of Instrument due to any of the aforementioned circumstances or occurrences. Plan does cover periodic maintenance checks conducted by CMA technicians to correct mechanical deficiencies that are a result of "normal wear and tear" on Instrument which is defined as: mechanical deterioration as a result of friction caused by the everyday normal use of said Instrument for the purpose of musical enjoyment and/or pursuit of educational goals. CMA, will at its sole discretion, determine whether Instrument falls within the criteria to meet "normal wear and tear".
5. CMA reserves the right to repossess Instrument wherever found if Customer's account becomes delinquent more than thirty (30) days. Customer is responsible for any and all expenses incurred by CMA in its attempts to repossess Instrument and the collection of past due accounts. This includes but is not limited to collection activity by a third party, court and any legal fees that CMA may incur. Additionally, in the event Customer fails to make payments CMA may at its discretion terminate this Rental/Purchase agreement and recover Instrument from any place, including all past due rental payments and late fees. All payments under this contract would then be accelerated and due

immediately and on demand by CMA for the entire period stated under this contract. CMA will pursue any remedy under law to obtain Instrument and past due rental payments, late fees and the entire balance due on the account.

6. A late fee of two dollars (\$2.00) per day will begin to accrue on the seventh (7<sup>th</sup>) day after the payment is due and payable through the CMA automated processing system. Late fees will continue to accrue until the account is brought up to current including all principal payments due and late fees.
7. *Customer agrees to allow CMA to process all rental payments using either a valid credit card or debit card, to be supplied by Customer. Customer will promptly notify CMA of any change of address, phone number, credit card or expiration date of card. CMA does not accept any rental payments in the form of cash, check or money orders. Should Customer become unable to meet the obligations set forth in this provision CMA must be notified immediately and arrangements made to return Instrument to CMA.*
8. Customer signing Rental/Purchase Agreement must be same individual supplying CMA with valid credit or debit card. Any such arising contradictory situation is reason for CMA to terminate the agreement and demand return of Instrument.
9. This contract takes precedence over any verbal or other agreements.
10. This agreement contains the entire understanding of the parties with respect to the subject matter, and it supercedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This agreement, in whole or in part, cannot be modified, extended, discharged orally and no waivers of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any change, modification, extension or discharge is sought.

**CMA Associate:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_