

Music Starts Here/The Saxophone Shop/Evanston Band & Orchestra  
Instrument Rental Terms and Conditions

**Payment**

As security for this rental contract, customer authorizes Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra to charge payments and/or late fees to the charge card listed on file if the payment or return of the instrument is not received within one week after the due date.

**Maintenance and Release Coverage**

Maintenance of the instrument is provided by Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra for \$12 per 3-month rental period, provided that all fees are current.

If the instrument is stolen or lost, the customer is released from paying for the instrument and the contract is canceled provided that a valid police report is given to Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra. Without a valid police report, the cost of the entire instrument will be the customer's responsibility. Coverage does not include expendable accessories such as reeds, lubricants, strings, cleaning supplies, ligatures, caps, neck straps and bow. These accessories are conveniently available at our store location.

**Note**

If, in the determination of our repair experts, damage above and beyond what is considered normal wear and tear, the cost of the repairs will be the responsibility of the customer. Any unauthorized repair or alteration done to the instrument will void determinations regarding damage or alteration will be made at the sole determination of the company.

**Purchase Option**

Rental instruments are not for sale, but only for rent. Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra will apply a discount from the manufacturer's suggested retail price toward the purchase of any new instrument in the rental conversion inventory. Rental discounts do not necessarily apply to professional instruments. Purchase option is available only to current rental accounts and becomes void after return of rental instrument.

**Rental Renewal and Exchange Option**

Rental instruments may be renewed for an infinite number of extra rental periods provided the instrument has not been returned and the contract canceled. Rental instruments may be exchanged for another available rental instrument at any time. Rental fees will be adjusted to reflect any difference in rental pricing. A nominal exchange fee is necessary for processing of exchanges. String instrument rentals are exempt from the exchange fee if the exchange is merely for an increase in size.

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**Early or Late Rental Return Pro-rating**

Within the initial term of this contract there is NO refund available due to the fixed costs of prepping the instrument for the next use. Within each subsequent renewal a refund is available using the following formula: Included in your quarterly rental fee is a \$12 charge for maintenance and insurance. The \$12 portion is not refundable in any case. The refund will then be calculated by dividing the remainder of the contract payment by 12 (the number of weeks in the 90 day contract renewal), and then multiplying this number by the number of weeks remaining in the contract from the date of the instrument return.

**Delinquent Accounts**

Delinquent Accounts in excess of 7 days past the payment due date breach the contract and void all previously stated options. The customer may reinstate this contract by making all of the payments and late fees due. If Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra turns the account over for collection and/or files a lawsuit for the return of the instrument, unpaid payments and/or damage to the instrument, the customer agrees to pay interest on the amount due at the highest rate permitted by law, plus all collection fees, attorney's fees and cost of suit for Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra.

Late payments will incur a service charge of \$10. Returned checks will incur all NSF charges plus \$40.

**Agreement**

This is a legal agreement. The instrument is for rental only, and not for sale. I understand that the instrument may not be returned to the school. I will return the instrument on to the premises of Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra or one of its personal employees if rental is not extended additional periods.

Rental fees are due at any time the instrument is not returned to Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra. Rentals not returned to Music Starts Here, The Saxophone Shop/Evanston Band and Orchestra are deemed to be in possession of the customer and subject to all rental fees, late fees, and collection costs under Delinquent Accounts provision.

This contract constitutes notice of demand to immediately return the rented instrument if payment for a subsequent rental period is not made at renewal.

There are no oral agreements or warranties on this transaction. I acknowledge notification of these terms. I understand and agree to all the terms of this contract.