

Guitar Hangar, shall herein be referred to as us, we or Agent and the customer shall herein be referred to as you or Renter.

1. BILLING AND CHANGE OF ADDRESS. Accounts will be charged monthly on the anniversary week of your original contract date. You will receive a rental return/purchase payment start up reminder from us at the email address you have provided. You must inform us of any changes in your contact information. No additional billing statements will be provided. All rental payments are due in advance. There are no refunds on rentals payments. **Note: You are responsible for your monthly payments even if you do not receive a reminder.** Errors in the billing process and with the postal service may occur. Rental fees are not contingent on practice or lesson or school schedules.
2. YOUR RENT TO OWN CONTRACT. Your rental period begins the date of delivery of the instrument and covers the period of time specified on the contract. After the initial rental period, you may return the instrument or make monthly rental payments to buy the instrument in our Rent-To-Own plan. The rental monthly payments will not be prorated. Any time period less than a full month will be billed as a full month. Any break or stoppage of monthly payments after initial rental period will result in loss of applicability of rental monies toward purchase. There are no refunds on rental fees, IMP fees, CDA fees, tax or clerical exchange fees.
 - a. EARLY PURCHASE OPTION. At any time within the first 12 months and immediately after the initial rental payment, you may exercise an early purchase option by paying the Rental Price less the total of *principle* rental payments made less 40%, plus any applicable sales tax. (IMP CDA, legal fees and late fees do not apply toward the early purchase options). See item 11 for string exchange policy. Accounts must be in "current: status as defined by Guitar Hangar before the early purchase option is applicable.
3. CDA. Complete Damage Assurance (CDA) It is an optional waiver of liability for you and your rental instrument which allows for your instrument to be replaced on time (if it is deemed irreparable) with another equal value. For an extra \$5.00 per month, you will not be liable for the total value of your instrument in the event of loss or total damage. In such an event, a deductible will be due. The amount of the deductibles depend on which "Group" (see front of contract) the instrument falls under. They are as follows: Group A: \$50. Group B: \$100, Group C: \$150, Group D: \$200. It is valid for the length of your original contract. It is non-transferable, non-refundable and cannot be pro-rated.
4. OTHER FEES. Late Free: \$10.00 on all payment installments not received within 10 days after the due date. Returned Check Fee: \$30.00. Exchange of Instrument Type Fee: \$15.00.
5. DEFAULT. If you fail to make rental payment within 10 days of the due date, or if you fail to observe any other term in this Agreement, all of which are material, you will be in default of the agreement. If you default, after we give you any notice required by law, we will be entitled to all legal remedies, including repossession of the instrument and our damages. You must pay us for all of our reasonable costs of collection, including repossession and collection fees, plus any attorney's fees and/or court costs. Upon default, all of your rental credit, if any, will be void, and you will be liable for any amounts due us and immediate return of the instrument. If payment is not received after 30 days, your credit card will automatically be charged the rental and late fees due. Filing a bankruptcy does not absolve you from any liabilities of this rental instrument contract. You authorize Guitar Hangar to take possession of this rental instrument from the child's school be it public or private.
6. IMP. Instrument Maintenance Package (IMP) is included. With this coverage you will be liable for loss or damage to the instrument due to theft or fire. For theft, you must furnish us with a Police Report showing forced entry within 72 hours of the loss. The IMP does not cover mysterious disappearance from the school band or orchestra rooms or lockers, school busses or through any circumstance in which breaking and entering is not a factor. Loss is not specifically covered by IMP, we will not replace the instrument, and payments made prior to date of loss or damage are not refundable or transferable. If the instrument is damaged, unless caused by your willful act, accidental mishap or gross negligence, we will repair the instrument at no charge, waiving our normal \$75.00 hourly repair charge. IMP coverage does not include the following: dents, cracks, finishes, bridges, string bows, bow hair or rosin, pegs, fine tuners, reeds, brass and woodwind mouthpieces, neck straps, ligatures, caps, pads, corks, springs, felts, cases, drumsticks and drumheads.

All repairs must be done by a company-approved technician. Failure to use a company approved technician will hold you liable for full instrument replacement cost. We reserve the right to refuse IMP coverage at any time or terminate coverage under major loss conditions.
7. MAINTENANCE AND REPAIR. You are responsible for maintaining the instrument in good working condition during this Agreement. There will be a \$25.00 minimum repair charge if the instrument is turned in a damaged condition or otherwise needs repairs. Damage, repair and missing parts will be charged to the credit card on file. Renter agrees to pay full written value of instrument if it is rendered un-rentable as determined by Guitar Hangar upon its return. Renter agrees not to hold Us and/or Agent responsible for the hygienic condition of rental equipment (including mouthpiece).
8. TERMINATION. You can terminate this Agreement at any time returning instrument to us in good condition, fair wear and tear accepted. All original issue accessories such as a mouthpiece, drum pads, sticks, instrument parts, and bow must be returned with the instrument, or you must pay for their replacement. **DO NOT leave the instrument at school without proper advance authorization from us.**
9. INSTRUMENT LOCATION. You must not move the instrument from the address show in this Agreement without our written consent. You must not sell, pawn, dispose of, or pledge the instrument as security while this Agreement is in effect. Note: Do not leave the instrument in school if you wish cancel this Agreement. You are liable for all payments and the total cost of rental instrument unless you have received a return receipt from us. Your school is not a party to this transaction.
10. TAXES. Applicable state and local taxed are in addition to all prices and rates shown in this agreement.
11. STRING INSTRUMENT EXCHANGE. You can exchange Violins, Violas, Cellos and Bass' for a larger size as the child grows. We will apply 100% of your *principle* rental payments (not including taxes and fees) toward the larger instrument for up to 12 months after the original rental date. (If you exchange instruments without signing new agreement, you agree that the terms of this Agreement will apply to each instrument and exchange.)
12. NEW INSTRUMENT PURCHASE. If you are renting a used instrument, you can buy a new student, intermediate or professional-level instrument of the same type, and all *principle* rental payments made will apply toward the new instrument retail price of equal or greater value. If you purchase within 12 months after the original rental date you qualify for the discounted rate. Once you have purchased the new instrument, you have no further return or exchange options.
13. INSTRUMENT EXCHANGE. You can exchange instruments during the first 12 months. You will be responsible for paying any additional rental charges and a \$15.00 service fee applies to different types. After the first 12 months you cannot apply rental payments from one instrument to another.
14. TITLE TO THE INSTRUMENT. Guitar Hangar retains full title and ownership of instrument you are leasing until you make all rental and other payments required under this agreement or exercise your early purchase option. You agree not to sell, sublease, mortgage, pawn, pledge, encumber, remove from the state, or otherwise dispose of this instrument until all payments specified in this agreement have been made. If you declare bankruptcy, we retain title, and the instrument must be returned to us immediately. You do not have the right to keep the instrument if you do not make all the payments necessary for ownership.

**FOR ALL BILLING AND ACCOUNT INFORMATION, CALL
GUITAR HANGAR 1 (203) 740-8889**

Representative Instrument Prices: Prices listed below are approximate ranges of manufacturer's suggested list prices for various brands of new student instruments. **Your purchase will be discounted 40% if you choose to buy the instrument within 12 months of initial rental.** See item 2a above.

Clarinet..... \$500-\$869	Flute..... \$600-\$977	Trumpet..... \$770-\$1070	Oboe..... \$1650 - \$2319
Alto Sax..... \$1350-\$1868	Violin..... \$595-\$795	Viola..... \$670-\$995	Trombone..... \$740-\$1071
French Horn... \$1800-\$2150	String Bass,,, \$1430-\$2295	Cello..... \$930-\$1950	Drum Kit..... \$290-\$499