

Renewable Rental Agreement with Option to Purchase



Empire Winds

BRASS AND WOODWIND MUSICAL INSTRUMENT SERVICES
 912 Church Street, North Syracuse, NY 13212
 315-458-0036 • fax: 315-458-0655
 Please visit our website at www.EmpireWinds.com



I wish to rent the instrument checked below. I understand that I have the choice of returning the instrument at the end of the initial rental period, or renewing the rental on a month to month basis. Rental fees are payable in advance and are not refundable. I further understand that I have the option of applying rental payments to the purchase price of the instrument (refer to the below). This agreement may be terminated by returning the instrument to Empire Winds and paying all outstanding charges. Past due accounts are subject to a late charge of \$5.00 per month. Your school is not involved with this agreement and instruments returned there, without proper authorization, remain the responsibility of the Renter.

GROUP A

- Trumpet
- Trombone
- Flute
- Clarinet
- Snare Drum Kit (SDK)
- Percussion / Bell Kit (JPK)



GROUP B

- Alto Saxophone

Worry Free Loss / Damage / Theft Coverage (LDT)

Instruments are covered for breakage, damage and tune ups. Instruments will be replaced with one of equal value in case of theft, fire, damage beyond repair. The cost of this coverage is listed below. See reverse side for additional details.

INSTRUMENT WILL NOT BE ISSUED UNLESS ALL INFORMATION IS COMPLETED, CONTRACT IS SIGNED, AND PAYMENT RECEIVED

PARENT LAST NAME (Please PRINT Clearly)

FIRST NAME

Street Address

Apt. #

City

State

Zip Code

Valid Driver's License Number

State

Home Phone

Parent Work Phone

Father or Mother

CREDIT CARD INFO IS REQUIRED REGARDLESS OF PAYMENT METHOD

Major Credit Card Number

VISA MC (Circle One)

Exp. Date (mm yy)

Credit Card Holder Name

YES! CHARGE FUTURE RENTAL FEES TO MY CREDIT CARD!

I HAVE READ BOTH SIDES OF THIS AGREEMENT AND AGREE TO ALL TERMS AND CONDITIONS.

Parent Signature:

Date:

STUDENT Last Name

STUDENT First Name

School

To be completed by salesperson:

Instrument Brand: _____ Value: _____

New Used Date of Delivery: ____/____/____

Serial Number: _____

Salesperson's Name: _____

RENTAL FEE: \$ _____

LDT FEE: \$ _____

SUB-TOTAL: \$ _____

Sales Tax (8%) \$ _____

TOTAL PAID: \$ _____

METHOD OF PAYMENT:

Check # _____

Credit Card

Cash

ACH

We supply only "School Accepted Instruments"

NOTE: Previously rented instruments have been thoroughly shop adjusted, sterilized, and carry a full warranty.

TERMS AND CONDITIONS

HOW THE RENTAL PLAN WORKS:

1. You may rent as long as you wish. The instrument may be returned at any time, outstanding charges paid, and the rental agreement will be terminated. Title of ownership remains with Empire Winds Inc. during the rental period.
2. You are responsible for an instrument until it is returned to our place of business. Do not leave the instrument at the school for return without notifying Empire Winds Inc. or its designated agent, and receiving proper authorization.
3. Rental fees will be charged up to the date of the instrument being returned.
4. No Rental or LDT (Loss/Damage/Theft) fees will be prorated or refunded.
5. You will receive an invoice before the end of the initial rental period. To renew the rental, send your payment along with the invoice stub, by the due date.
6. Contracts are non transferable.

PURCHASE OPTION:

The rented instrument may be purchased at any time for 30% off the remaining balance, excluding LDT and tax.

EXCHANGE OPTION:

Customer may choose to exchange to a different / lesser expensive instrument. Up to 12 months payments will be applied assuming account is current.

PAST DUE ACCOUNTS:

If the rental fee is past due, a late charge of \$5.00 will be assessed thirty days after the due date for every thirty days the account is in arrears.

EMPIRE WINDS INC. RESERVES THE RIGHT TO CHARGE PAST DUE RENTAL FEES (INCLUDING LATE FEES) TO YOUR CREDIT CARD USING INFORMATION PROVIDED TO EMPIRE WINDS. IF THE ACCOUNT BECOMES 90 DAYS PAST DUE, THE FULL VALUE OF THE INSTRUMENT SHALL BECOME DUE, PLUS LIABILITY FOR ALL COLLECTION AND LEGAL COSTS INCURRED.

RETURNED CHECKS:

A fee of 25.00 will be assessed for any payments with insufficient funds or non-payment.

LOSS / DAMAGE / THEFT COVERAGE (LDT):

For this coverage charge, Empire Winds Inc. will assume liability of protecting the rental customer against loss, damage to or theft of the rented instrument under the following conditions:

1. Loss through theft, total destruction by fire or accident. Provided the account is current, the instrument will be replaced with an instrument of equal quality, age and condition, as determined by Empire Winds Inc. Theft must be reported to the proper law enforcement authorities within 24 hours after discovery of loss and a copy of the police report presented to Empire Winds Inc. within 14 days. All charges incurred up to the date of loss are still due and payable.
2. Empire Winds Inc. is not responsible for instruments left at schools for return without first obtaining proper return authorization and / or instructions from Empire Winds Inc.
3. Any damage or breakage to the rental instrument will be repaired to proper playing condition without charge, unless caused by mischievous conduct. Coverage does not apply to deterioration of appearance which does not affect the performance of the instrument, such as scratches, minor dents and finish.
4. Excluded from coverage are drum heads, drum sticks, strings, bow rehairing and replacement of expendable accessories (reeds, mouthpieces, oil, cork grease, etc.).
5. Any claims for repair or replacement shall not alter or diminish the terms of the rental plan indicated on the front.
6. If the renter defaults on any payment for more than 30 days, LDT coverage will lapse and can be reinstated only by permission of Empire Winds Inc. No part of this coverage will be refunded.
7. All repairs and replacement of rented instruments under this coverage must be made by Empire Winds Inc. or its authorized designated agent. Any repairs by the rentor or an unauthorized repair agent will void the LDT coverage and are non-reimbursable.