

Rental Agreement With Option To Purchase Terms and Conditions

Fleischman Band Instrument Company (FBIC) and affiliated retailer shall be referred to as FBIC and Affiliate and the Renter shall be referred to as Renter.

1. This is a rent to own contract and title and ownership of the instrument shall remain with FBIC until the contract is paid in full.
2. Introductory Offer-this shall apply only to students renting student level instruments.
3. Rental Purchase Option-the Renter may exercise an early pay off option. The early purchase price is the retail price less all rental payments and then subtract 30% from this balance.
4. Return of instrument-the Renter may return the instrument, in good condition, to FBIC or the Affiliate at any time and if the rental payments are current, then the contract is voided and the Renter owes nothing. If there are past due payments the Renter is liable for payment and any applicable late fees.
5. Late Fees-FBIC retains ownership of the instrument until the contract is paid in full. The Renter authorizes FBIC or Affiliate to pick up the instrument at school or any mutually agreed location when payments are past due. The Renter authorizes FBIC to charge their credit card for past due payments (10 days after the due date) and late fees if payments become past due. Late fees are \$10 or the maximum allowed by New York State. Renter will pay a \$25 fee for any bounced checks or bounced credit card payments.
6. Past due payments-if the Renter goes past due on rental payments, the Renter forfeits any equity in the instrument and forfeits the LDR coverage. When the past due rental account is brought current then the Renter regains the equity and LDR coverage.
7. Loss or Extra Ordinary Damage-Renter is responsible for payment for the instrument in the event that the instrument is lost or extra ordinarily damaged. If the instrument is returned the Renter is responsible to bring back the instrument in good condition.
8. The Renter does not own this instrument until all rental payments are paid or the early purchase option is paid. The Renter does not have the right to keep this property unless rental payments are current. The Renter will allow FBIC or Affiliate to enter their home to repossess a past due instrument.

Loss, Damage and Repair Coverage

Loss-if the instrument is lost the Renter will receive an instrument of equal value when the proof of loss (police or insurance report) is received.

Damage-FBIC will repair a damaged horn that is not damage as a result of willful conduct or purposely damaging the instrument.

Repair-FBIC will perform normal and ordinary repairs as required for proper use of the instrument.

Loaner-FBIC or Affiliate will provider Renter with a Loaner instrument while their instrument is being repaired.