

9 MONTH OPTION
 Pay Up to 9 months rental charges and get 3 months free at the end of the contract. Example: pay 9 months of rent up front, keep the instrument the entire 9 months, and get the last 3 months free, equalling 12 months of rent.



1745 Adrian Rd. Suite 8
 Burlingame, CA 94010
 (650)342-6565 bstreetmusic@sbcglobal.net

MONTHLY MINIMUMS
 The undersigned agrees to rent this instrument for a period of at least two months. If customer opted for the 9 month plan the minimum period is 3 months, if the instrument is returned before 9 months, the customer is refunded the amount paid minus months instrument was in possession of customer.

INSTRUMENT RENTAL AGREEMENT CONTRACT

CUSTOMER: _____ HOME PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

The undersigned hereinafter called the "Customer", does hereby rent from B Street Music, hereinafter called the "Company", the following described merchandise.

MAKE	MODEL	SERIAL NO.	RETAIL VALUE
THE RENTAL FEE SHALL BE \$ _____ PER MONTH PLUS SALES TAX OF \$ _____ PER MONTH PLUS A MAINTENANCE FEE OF \$ _____ FOR A TOTAL MONTHLY PAYMENT OF \$ _____ PAYABLE IN ADVANCE ON OR AROUND THE THIRTEENTH DAY OF EACH CALENDAR MONTH. MINIMUM RENTAL TERM SHALL BE TWO MONTHS. INITIAL RENT IS FIRST MONTH PLUS ONE MONTH DEPOSIT TO BE HELD UNTILL INSTRUMENT IS RETURNED OR PURCHASED.			

WHAT IS COVERED BY MONTHLY MAINTENANCE: 1) GENERAL UPKEEP 2) NORMAL WEAR AND TEAR (SCRATCHES, MINOR DINGS, WORN PADS, CORKS, FELTS, SPRINGS). 3) STUCK MOUTHPIECES, 4) LABOR ONLY ON STRING AND DRUM HEAD REPLACEMENT.(Strings and Heads not included) 5) TUNING AND MINOR ADJUSTMENTS.

Customer hereby assumes and shall bear the entire risk of loss or theft or destruction of the rental instrument. Customer agrees to pay the Company promptly for any damage due to neglect or abuse. If lost or stolen, customer agrees to contact the Company promptly and pay the full retail price plus tax (less any applicable rental credit.)

I HEREBY AUTHORIZE THE COMPANY to charge my credit card for a monthly instrument rental and Maintenance Plan in the amount of \$ _____ per month on the 13th day of each month. For the 9 month plan this begins on the 12th month of the contract. This authorization is cancelled upon return of the instrument and completion of this contract with the Company. If the listed credit card declines for 10 consecutive billing days, a \$10.00 late fee will be added to the amount past due, subject to the provisions listed under the Addendum to this agreement.

PRIMARY BILLING CARD: _____ **EXP. DATE:** _____

SECONDARY BILLING CARD: _____ **EXP. DATE:** _____

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND HAS RECEIVED A COMPLETE, LEGIBLE COPY OF THIS RENTAL AGREEMENT. (CUSTOMER HAS READ AND UNDERSTANDS BOTH SIDES OF THIS AGREEMENT)

Date: _____ Customer's Signature: _____

Rental Amount Paid: _____ Employee Signature: _____

ADDENDUM TO INSTRUMENT RENTAL AGREEMENT

The agreement shall be automatically renewed for additional periods of one month. Renewal for the 9 month plan occurs in the 12th month, The Company reserves the right to terminate the agreement at any time upon written notice, in which event the Customer must return the rental instrument to the Company at its place of business, and pay all applicable fees. The Customer may cancel the agreement by returning the merchandise listed above to the Company at its place of business provided: 1) rental fees are paid to date, and 2) merchandise is returned in the same condition it was rented, reasonable wear and tear excepted.

Customer must promptly notify the Company of any changes of address, credit card information, employment or telephone number. The Company reserves the right to cancel the agreement due to these changes. The rental instrument may not be pawned, sold or loaned to another party not listed in this agreement.

DEFAULT: Should Customer in any way fail to perform, observe or keep any provision of this agreement the Company may exercise concurrent or separately any one or more of the following remedies: a) to terminate the agreement; b) to declare the entire rent immediately due and payable to commence legal action thereof; c) to retake possession of the instrument holding the Customer fully liable for all rent and fees and d) to pursue any and all other remedies available to the Company.

INDEMNIFICATION BY CUSTOMER: The Customer expressly indemnifies and holds the Company harmless of, from and against any and all claims, loss, costs, damages, attorney's fees, and/or liability in connection with the lease and/or purchase of the instrument described herein, whether or not a lawsuit is filed, in the event proceedings are commenced by the Company to recover possession of said instrument, or to enforce any of the terms, conditions or provisions hereof. Customer agrees to pay reasonable attorney fees and all costs incurred in connection therewith.

MAINTENANCE

The customer has received the instrument listed in this agreement in proper working order and free from performance altering damage. This Maintenance Plan covers the instrument during the rental period and covers damage due to normal wear and tear and, subject to the following terms and conditions:

1. If the instrument becomes damaged or out of adjustment due to normal usage, the Company will repair and regulate it to proper playing condition without charge, except for parts, like broken strings and drum head damage.
2. The deterioration in appearance, which does not affect the performance of the instrument, such as scratches, minor dents and minor finish deterioration will be covered by this plan.
3. All repairs under the service clauses of this agreement must be performed in the repair shop designated by the Company.
4. Any claim for repair or replacement hereunder shall not be construed to alter or diminish the terms of the INSTRUMENT RENTAL AGREEMENT, however if Customer defaults by more than 30 days in any payment hereof, this Maintenance Plan will lapse due to default and may be reinstated only by permission of the Company.
5. This Maintenance Plan shall be void if customer moves instrument from the address shown on INSTRUMENT RENTAL AGREEMENT without notifying Company of Customer's new address.