



## Terms of the Rent-To-Own Agreement

1. Contract may be terminated by customer at any time by returning the instrument to Music Central. Rental payments will be charged up to the date of return. Customer agrees that if rental account becomes 30-days past due, any due rental fees and late charges incurred will be charged to customer using any payment information received verbally or in writing from the customer or their financial institution. Customer agrees that if rental account becomes 90-days past due, Music Central has the right to take possession of the instrument wherever found at the school or elsewhere and proceed with any applicable legal actions to collect past-due rental and late fees. There is never any obligation to purchase the instrument. A \$35.00 fee will be charged for any returned check or payment processed through auto-pay to a bank account (ACH).
2. Rental customer has the option to pay off the instrument before the final rental payment is made, and receive a 10% discount off the total remaining amount.
3. Should the rental customer choose to purchase the instrument outright, we offer a cash price of a 30% discount off the normal total contract price. This cash price is also available to any rent-to-own customer within the first 60 days of their rental. After the first 60 days, rental customers should see #2 above.
4. Comprehensive Maintenance Plan (CMP) - CMP coverage includes all adjustments and repairs necessary to maintain the instrument in satisfactory playing condition, subject to the following terms: a.) All adjustments and repairs will be made to keep the instrument in proper playing condition, not including replacement of expendable accessories, such as reeds, oils, drums sticks, etc. Scratches, dents, and other cosmetic damage are not included in this coverage. b.) Instrument is only protected under this Comprehensive Maintenance Plan when all fees are paid to date and only for the duration of this agreement. c.) Damage due to abuse or neglect of the instrument are not covered under the terms of this agreement. In such case, Customer will be held liable for any repairs to the instrument. d.) Loss of the instrument due to fire, theft, neglect, or other catastrophe is not covered under the terms of this plan. In case of such loss, Customer will be held liable for the outstanding balance amount on the instrument at time of the loss.
5. Trial Period - The instrument is rented for a (1) one month TRIAL PERIOD. At the end of the trial period, the rental may be renewed on a month-to-month basis by paying the monthly fee described above. The maximum term of this agreement is 36 months, although some instruments have shorter terms. If all payments are made according to the Rental Fee schedule, the customer will own the instrument at the end of the term of this agreement.
6. The instrument may be kept only at rental customer's stated address or school.
7. Upon termination of the contract, the customer is responsible to return the instrument to Music Central. *It is the CUSTOMER's responsibility to return the instrument directly to Music Central in person during normal business hours, or to call Music Central (270-885-0074 OR 800-733-7529) during normal business hours to arrange another method of return. ALL OUTSTANDING RENTAL FEES, CMP FEES, AND PAST DUE FEES ARE DUE UPON RETURN.* The instrument should be returned in a reasonably similar condition to that in which it was originally rented. Customer may be responsible for any repairs needed to the rented instruments outside of what is deemed reasonable wear and tear.
8. If customer fails to make timely payments and Music Central elects to terminate this agreement, Customer may reinstate the agreement, without loss of any rights or options herein, by paying all past due rental charges, any reasonable costs for pickup and instrument cleaning (if applicable), and any applicable late fees within 5 days of the date of termination. Further, any Customer who voluntarily returns an instrument while in good customer standing may reinstate their contract within 30 days of termination if they choose.
9. **THIS RENTAL AGREEMENT IS REGULATED BY STATE LAWS AND MAY BE ENFORCED BY THE ATTORNEY GENERAL OR BY PRIVATE LEGAL ACTION.**
10. Title of the instrument shall remain with Music Central, Inc until the Customer makes all payments required as detailed on the rental agreement. It is understood that no other agreement, guarantee, warranty, verbal or written, expressed or implied shall limit or qualify the terms of this agreement.
11. All payments are due in advance and no refund will be allowed on any monies paid. It is further agreed that all costs, including a reasonable sum for attorney's fees, for collection of payment defaults, or any other expense incurred in resolving delinquency of payments shall be held liable to the Customer.
12. Rental payments received ten (10) days after due date will incur a \$5.00 late fee.
13. Rental customer acknowledges that customer's interest in the rental instrument is subordinate to any present or future encumbrances recorded or unrecorded, if any, in favor of Music Central.
14. Customer agrees to an auto charge on the credit card supplied for rental payment. Customer agrees that Music Central may pursue all avenues of collection and authorizes Music Central to prepare and submit a charge using any of the payment information provide to recover all charges and all other unpaid amounts due to (a) customer's failure to pay on or before the customer's due date, (b) customers failure to timely return all items rented through this contract, (c) damages to returned items (not to exceed the retail price of the item), and (d) other unpaid charges and reasonable legal fees resulting from failure to return rented items.