

Instrument Rental Agreement

THIS AGREEMENT IS MADE between "Customer" and Centreville Music Shop (the "Shop") whose notice address is 14215D Centreville Sq, Centreville, VA 20121 and contact phone number is 703-988-0002.

*RENTAL TERM. Minimum rental term is 1 month. Rental term will be automatically extended month to month basis until the customer returns the instrument. Customers may return the instrument with original condition with all parts and accessories any time.

*RENTAL FEE. Customers shall pay Shop a monthly rental fee plus applicable taxes which the first is due on the same date of each month thereafter. No proration shall be made for Rental Payments based on the day of return. Shop has no obligation to contact Customer regarding the return of the Instrument. Early return on prepay rental will not be refunded.

*ACCIDENTAL DAMAGE INSURANCE. Customers shall pay additional \$4 (\$6 for cello,\$3 for guitar) insurance per month with rental fee. Customers shall not be responsible for the damage caused by any accident. Theft and fire should be claimed to the customer's home insurance. Shop shall bear the expenses of all necessary repairs or replacement. If a customer has any over 30 day past due balance the damage will not be covered. If a customer wants to opt out of this fee, the customer needs to pay \$200 (cello \$250, guitar \$100, percussion kit \$150) refundable security deposit. If damage has been made to the instrument without insurance during the rental period, customer will be responsible for all the repair cost up to the cost of the instrument from the shop authorized repair shop. This plan does not cover any lost, intentional damages, damages by abuse/neglect and heat damages from storing in cars. 2 String breaks/a year will be covered.

*DEFAULT. \$3 Late fee will be charged each month if the account is past due. If the account is past due by 90 days, the full price of the instrument plus unpaid fees become due and may be submitted to a 3rd party for collection. \$50 reposition fee, a 30% third party debt collection fee and \$15 3rd party administration fee plus any other court costs and/or legal fees as permitted by law. Returning the instrument in original condition does not waive unpaid fees. Reporting information changes including but not limited to payment methods, address, email, and phone numbers are the customer's responsibility and non-reported changes or not receiving bills for any reason will not waive any legal responsibility. If a customer makes engravings or unrecoverable alteration without the shop's consent on the instrument, the customer must buy the instrument at the price on this contract.

*PURCHASE OPTION. This is not a rent-to-own contract and no payment will be applied to the purchase.

*RENTAL VALUE. The value of a rental instrument is MSRP or shop's list price unless specified. The value of a used instrument is 70% of MSRP or shop's list price of a new instrument unless specified. The rental value minus accumulated rent to own credit shall be paid if the instrument is lost or stolen.

*EXCHANGE. Instruments can only be exchanged if the instrument is not repairable or for size changes and the customer wants a different kind of instrument. A new rental agreement needs to be made if the instrument is exchanged by other than these reasons customers need to sign a new contract and the remaining rental term will be forfeited.

*ACKNOWLEDGMENT. By checking the terms of this agreement, I acknowledge that I have read and fully understand and accept all conditions and terms of this agreement.

*INSTRUMENT LOCATION. Customers must not move the instrument from the address shown in this Agreement without our written consent. Customers 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. Customers remain liable under this Agreement unless customers have received a return receipt/email confirmation from the shop.

*CREDIT AND COLLECTIONS. Customer agrees to allow the shop to obtain a personal credit report at any time if past due over 90 days. Customer agrees to allow shop or agents and assigns, including debt collectors, to contact customer via telephone, text message or e-mail, directly or by using a dialer, automatic telephone dialing system, interactive voice recognition system, or artificial or prerecorded voice or message, at any number or e-mail customer have given us or that we have on file (whether home, cell, or mobile service), even if customers charged for the call or e-mail service. Customers expressly agree to be contacted via such automated calls.

*GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Virginia.