

What You Need To Know About Your Rental (continued...)

1. **BILLING AND FEES.** Your secure credit card or debit information on file will be charged monthly per your approval indicated on this contract. You are responsible for updating your credit card or debit information should it change. If your payment is late by 7 days, a \$10 late fee will be added to your account. If this contract goes into default, I authorize Creative Music Center to repossess the instrument listed on my account.
2. **RENTAL OWNERSHIP AND MANUFACTURER'S WARRANTY.** You will not own the instrument until you have paid the total amount necessary for ownership or exercised your early purchase option. If permitted, any applicable manufacturer's warranty will be transferred to you at the time you acquire ownership. In order to calculate the amount necessary for ownership or your early purchase option, use the list prices in the box below as a general guideline. Specific pricing information will be included on the contract when you receive the instrument. Please note that the guidelines below are a fair representation of new and like new instrument prices. The specific prices of instruments vary depending on the manufacturer and condition of the instrument. If at any time the contract goes into default, Creative Music Center retains title of the instrument and you are required by the terms of this agreement to return the instrument to the store.
3. **CREDIT REPORT.** You agree to allow Creative Music Center to obtain a personal credit report at any time during this Agreement.
4. **EARLY PURCHASE OPTION.** At any time after the initial rental payment, you may exercise an early purchase option by paying the List Price less the total of rental payments made, times 80% (additional 20% discount), plus any applicable sales tax. M&R fees and state sales and use taxes do not apply toward the early purchase option. See item 13 for fractional size string policy. Please note: Your account must be current before the early purchase option applies.
5. **MONTHLY RENTAL PERIOD.** You are renting an instrument on a monthly basis based on your contract date. Payment for the rental is due on a monthly basis. If you are uncertain as to how to return your instrument, please call (203) 261-7301 for instructions. School Year Options are due by June 15, 2019. Rental fees are non-refundable and cannot be pro-rated. Payments (excluding tax and M&R) associated with this contract as well as the equity are designated to the student listed on the rental contract only and not transferable. Customers returning an instrument within 5 days of the payment due date will not be charged for the current month. Customers returning an instrument on the 6th day or beyond will be responsible for the current month payment.
6. **DEFAULT.** If you fail to make a rental payment within 7 days of the due date, or fail to observe any other term in this Agreement, you are in default and this Agreement terminates. If you default, and after we give you any notice required by law, we are entitled to all legal remedies, including repossession and our damages. If you default, you must pay Creative Music Center for all of our reasonable costs of collection which may include some or all of the following: a \$45 repossession fee, a 33% third party debt collection fee, late invoice fees, as well as a \$15 third party administrative collection fee plus any other court costs and/or legal fees, as permitted by law. These amounts are in addition to the base balance due. Upon default, any rental credit earned will be void, and you are liable for amounts due to us and immediate return of the instrument. If you are in default, Creative Music & Arts, LLC d.b.a. Creative Music Center reserves the right to report your credit and payment history to any of the credit reporting agencies at our discretion.
7. **MAINTENANCE AND REPAIR (M&R). (OPTIONAL).** The M&R is only offered when this agreement is initiated. It cannot be added later. If you choose this option and are not in default of this Agreement, you will not be liable for the loss or damage to the instrument due to theft or fire. For theft, you must furnish us with a Police Report within 72 hours of the loss, showing forced entry. The M&R does not cover mysterious disappearance from school band or orchestra rooms or lockers, or the school bus, or by any circumstance in which breaking and entering is not a factor. We will not replace the instrument, and payments made prior to the date of loss or damage are not refundable or transferable.
8. If you claim a loss under the M&R you agree that we are subrogated to all your rights, claims, and remedies due to the loss of the instrument including but in no way limited to your rights or any recoveries under any insurance policies. If the instrument is damaged, unless caused by your willful act or gross negligence, we will repair the instrument at no charge, waiving our normal \$100.00 minimum repair charge. The M&R does not cover damage to finishes, damage to cases, broken strings (after first 14 days of rental), reeds, drum sticks, mallets, drum heads, brass and woodwind mouthpieces, neck straps, bridges, bows, ligature loss and mouthpiece caps. Examples of damages not covered by M&R are: instrument body cracks, missing instrument parts, damage done by others and major cosmetic damages. This is a partial list and it is the discretion of the repair technician to determine if the damage is reasonable or in excess. **ALL REPAIRS MUST BE DONE BY A COMPANY-APPROVED TECHNICIAN.** You are not required to purchase insurance or M&R from us or from any vendor owned or controlled by us.
9. **MAINTENANCE AND REPAIR.** If you do not choose the M&R option, you are responsible for maintaining the instrument in good working condition during this Agreement. There will be a \$100.00 minimum repair charge if the instrument is returned in a damaged condition or otherwise needs repairs. You are responsible for instruments left at school unless proper return authorization is given by Creative Music Center staff. The instrument is not covered for theft, fire or loss.
10. **TERMINATION.** You can terminate this Agreement at any time, without penalty, by returning the instrument in good working condition, normal wear and tear accepted. Once you return the rental instrument your equity will be forfeited.
11. **INSTRUMENT LOCATION.** You cannot move the instrument from the address shown in this agreement without notifying us. You are responsible to update all current personal information. You may 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 if you wish to cancel this Agreement. You are liable for all payments and the total cost of rental unless you have received authorization from us. Schools are not a party to this transaction.
12. **TAXES.** Applicable state and local taxes will be collected during each rental transaction.
13. **FRACTIONAL SIZE STRING POLICY.** Under this agreement, you may exchange fractional size violins, violas, cellos and basses for a larger size as your child grows. Creative Music Center will apply 100% of your base rental payments toward the larger instrument (applies to monthly rental program only). If you exchange instruments without signing a new Agreement, you agree that the terms of this Agreement will apply to each instrument and exchange. The retail value of your replacement rental instrument may change. Rental rates in effect at the time of exchange may apply.
14. **NEW INSTRUMENT PURCHASE.** If you are renting an instrument, you may exchange your instrument for a new student-level instrument at any time after the original rental date, and, providing your account is current, all rental payments made (not including taxes, fees or M&R) will apply toward the new instrument price of equal or greater value. If you are approved for credit, you may finance the purchase of a new intermediate or professional instrument. Once you have paid off the instrument, you have one month to exchange to an intermediate or professional instrument, as long as the paid off instrument is in good, working, rentable condition.
15. **RENTAL INSTRUMENT EXCHANGE POLICY.** You may exchange from one instrument type to another instrument type, of equal or greater value. An instrument exchange fee of \$25 may apply for each exchange. Providing your account is current, 100% of your base rental payments will be applied toward an exchange. If you are renting a new instrument and want to exchange to a different rental instrument, Creative Music Center will exchange the instrument requested to a brand and condition of equal or greater value, providing the inventory is available at the time of exchange. If the inventory is not available, Creative Music Center will do its best to provide you with the "next best" instrument of the same type that matches your need at the time of the exchange.
16. **MANDATORY ARBITRATION.** You and Creative Music Center agree that any claim or dispute between us, or by either of us, arising from or related to this Agreement must be resolved by binding arbitration applying the applicable code of procedures of the national arbitration organization to which the claim is referred. Claims must be referred either to JAMS or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If we select an organization that is unacceptable to you, you have the right to select the other organization if you notify us of your decision within 30 days after you receive notice of our arbitration choice. For a copy of the procedures, to file a claim, or for other information about these organizations, contact them as follows: JAMS at 1920 Main Street, Ste. 300, Los Angeles, CA 92614; www.jamsadr.com. AAA at 335 Madison Ave, New York, NY 10017; www.adr.org. Creative Music Center will pay the initial filing fee if you want to file a claim against us. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Nothing in this agreement is intended to prevent either of us from filing a lawsuit in small claims court for an amount that does not exceed that court's jurisdictional limits. All other disputes must be arbitrated.
17. **IF YOU OR CREATIVE MUSIC CENTER CHOOSE ARBITRATION FOR A CLAIM, NEITHER YOU NOR CREATIVE MUSIC CENTER WILL HAVE THE RIGHT TO LITIGATE THE CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND CREATIVE MUSIC CENTER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON YOU AND US.**
18. **CONSUMMATION.** You have 3 days from the signed date of this rental agreement to cancel this agreement and return the instrument. Please contact us at 203-261-7301 to arrange for the return of the instrument. This Agreement will be deemed consummated after this 3-day return option at which point the refund period expires.
19. **TITLE TO THE INSTRUMENT.** Creative Music Center own the instrument until you make all rental and other payments required under this Agreement or exercise your early purchase option. If you declare bankruptcy, Creative Music Center retains title, and the instrument must be returned to Creative Music Center immediately. You do not have the right to keep the instrument if you do not make all of the payments necessary for ownership.
20. **E-MAIL OPT-IN.** By supplying Creative Music Center with your e-mail address, you have agreed to receive our sales promotions and marketing materials via email. Your information is always kept confidential. Creative Music Center does not sell or share this information.
21. We reserve the right to make corrections that might be necessary due to mathematical errors caused by our systems or staff. You are entitled to a full accounting at any time and upon request.

* **Good, working, rentable condition:** An instrument is deemed to be in good working condition, if and when it is returned from rental in the same condition as when it was rented, excluding normal wear and tear.

Representative Instrument Prices: Prices listed below are approximate ranges of manufacturer's suggested list prices of several brands for student instruments. The cash price of the instruments listed below may vary. If you choose to rent your instrument, **your purchase price will be discounted when and if you choose to buy the instrument prior to the conclusion of the contract. See item 4 above.**

Plastic Clarinet..... \$995-\$1,195	Viola \$895-\$1,895	Piccolo..... \$995-\$1,295
Closed Hole Flute \$995- \$1,195	Violin..... \$795-\$1,795	Oboe..... \$2,495-\$2,895
Trumpet \$1,095-\$1,395	Cello \$1,695-\$2,495	French Horn..... \$2,995-\$3,495
Tenor Trombone..... \$1,195-\$1,395	Combo Kit..... \$595-\$695	Baritone Horn..... \$2,395-\$3,395
Alto Sax..... \$1,895-\$2,495	Snare Drum Kit..... \$395-\$495	Bass ¼, ½ and ¾ \$2,795-\$3,695
Tenor Sax \$2,495-\$3,295	Bell Kit \$395-\$495	

Your personal information is safe with us. Creative Music Center is compliant with federal insurance credit card protection and privacy law.

Thank you for supporting your local music store. We appreciate your business.