

Werner Koegst 4169 Highbridge Rd. Oneida, NY 13421 315-363-6314

www.violinshoppe.com

email: info@violinshoppe.com

Monthly Instrument Rental Agreement

- 1. The initial rental fee is for a period of three months. At any time, the Renter has the option of continuing this Rental Agreement on a monthly basis, changing to a yearly lease basis, purchasing the instrument or returning the instrument, light-weight case, and bow.
- 2. Included in the rental is the instrument, a light-weight case/bag, bow and rosin.

 Accessories, such as shoulder rests and tuners, are optional, separately purchased items.
- 3. Up to 75% of the rental payment is refundable within 90 days. After 90 days, no refunds will be given.
- 4. The Renter understands that string instruments are delicate and must be handled carefully. Instruments must be returned in the condition in which they were taken. If an instrument is damaged, the Renter has the option of purchasing the instrument or paying for repairs. The Renter is responsible for the safekeeping of the instrument. Theft by forcible entry is covered by providing a police report within three days of the theft.
- 5. Broken strings will be replaced with original equipment strings at no extra charge. Bow hair, however, is an expendable item. Bow hair is warranted for thirty (30) days.
- 6. Instruments remain the property of The Violin Shoppe during the lease period.
- 7. During the lease period, maintenance of the instrument is INCLUDED at no extra cost. The Violin Shoppe will perform requested maintenance to keep the instrument in a playing condition. The type of maintenance and/or repairs performed is at the discretion of The Violin Shoppe. Excluded are repairs to the varnish, damage caused by abuse or by not following the care instructions, repair of a broken cello or bass neck. The Renter agrees not to make repairs to the instrument unless permission is given by The Violin Shoppe.
- 8. Instruments are guaranteed against defects in materials or workmanship during the rental period or for the remainder of the usual one year warranty period if the instrument is purchased outright. No guarantee or warranty, express or implied, is made with respect to breakage of strings or tail pieces.
- 9. The Renter assumes any liability from the use of the instrument. For example, the strings and tailpiece are under great pressure and have been known to break while playing and striking the face of the player.
- 10. 100% of the rental payments may be applied to the ownership of the current instrument. Rental payments are cumulative for the same instrument only. If during the course of this agreement a different instrument is needed, the original instrument may be exchanged for a similarly priced different instrument at no additional cost. Previous payments made on the original instrument will not be wholly applied to ownership of the newer instrument, but prorated as follows: 20% of all rent payments made on a violin/viola and 30% of all payments made on a cello/bass accumulate and may be used to purchase a full-size instrument. A maximum of \$100 for a violin/viola and \$300 for a cello/bass can accumulate.
- 11. The Renter agrees to allow The Violin Shoppe to conduct a credit check.
- 12. Purchased accessories, such as tuners, metronomes, shoulder rests, humidifiers and stands, extra bows, etc., are not part of the rental agreement and are not refundable.
- 13. If the Renter defaults on payments, the equipment must be returned immediately. The Renter shall be liable for reasonable and necessary attorney fees and expenses, court fees

- and other expenses incurred by The Violin Shoppe in enforcing its rights under this Rental Agreement, including collecting amounts due to it or in recovering possession of rented instruments. Overdue payments will be assessed a 1% monthly interest rate.
- 14. A loaner instrument will be made available for use free of charge when the Renters equipment is being repaired.
- 15. The Renters obligations to return the instrument, case and bow upon expiration of this Rental Agreement, and to pay accrued rental payments and The Violin Shoppe's expenses incurred in enforcing its rights shall survive the expiration of this Lease Agreement.

The Violin Shoppe agrees that

| Name | | |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Address | | |
| City, Zip Code | | |
| Phone (home) | (cell) | text(Y/N) |
| Workplace | work phon | ne |
| Photo ID (driver's license, p | passport) | |
| shall | rent the following: | |
| Instrument name | Seri | ial |
| Purchase price | + tax = | |
| Monthly rental fee | + tax = | |
| Monthly payments begin | | |
| () Automatically charge () Pay with cash/check | supplied card | |
| instrument minus 100% of the | rized to charge the supplied credit card for the paid rental fees if the instrument is not retunts will be assessed at a 1% monthly rate. | |
| rental agreement. This agreer | rstands and agrees to be bound by the terms ment incorporates the attached Warranties ar rees to notify The Violin Shoppe of any chang | nd return policies of The |
| Date | Agreed and signed | |
| Credit card # | Exp | Code |