

2019 / 2020 RENT-TO-OWN CONTRACT

CREATIVE MUSIC CENTER | 701 Main St., Monroe, CT | (203) 261-7301 | TheCreativeMusicCenter.com

SOUTHBURY MUSIC STUDIO
a rental affiliate
100 Main St. N, Southbury, CT
(203) 805-8767 | SouthburyMusic.com
For billing questions, call 203-261-7301

ORANGE MUSIC STUDIO
a rental affiliate
75 New Haven Ave., #3, Milford, CT
(203) 799-0002 | OrangeMusicStudio.com
For billing questions, call 203-261-7301

SHARPS & FLATS
a rental affiliate
32 Danbury Rd., Ridgefield, CT
(203) 438-3300 | SharpsandFlatsConservatory.com
For billing questions, call 203-261-7301

PAT RUSSO MUSIC
a rental affiliate
424 N Colony St., Wallingford, CT
(203) 741-9500 | patrussomusic.com
For billing questions, call 203-261-7301

STEP 1 Parent/Guardian Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Ph: _____ Cell Ph: _____ May we contact you via text? Yes No

STEP 2 Email: (For internal use) _____ Driver's License #, State & DOB: _____
Employer: _____ Work Phone: _____
Nearest Relative (Not living with you) Contact Name: _____ Phone: _____

STEP 3 Student Name: _____
School: _____ Grade: _____ Music Teacher: _____

<p>STEP 4 Category A: \$27/mo.</p> <p><input type="checkbox"/> Clarinet <input type="checkbox"/> Trumpet <input type="checkbox"/> Flute <input type="checkbox"/> Snare Kit <input type="checkbox"/> Trombone <input type="checkbox"/> Bell Kit <input type="checkbox"/> Violin: (sizes) 1/8, 1/4, 1/2, 3/4, 4/4 <input type="checkbox"/> Viola: (sizes) 11", 12", 13", 14", 15" <i>School year options available while supplies last.</i></p>	<p>Category B: \$45/mo.</p> <p><input type="checkbox"/> Alto Sax <input type="checkbox"/> Oboe <input type="checkbox"/> Soprano Sax <input type="checkbox"/> Piccolo <input type="checkbox"/> Cello (sizes) 1/4, 1/2, 3/4, 4/4 <input type="checkbox"/> Viola (sizes) 15.5", 16" <i>School year options available while supplies last.</i></p>	<p>Category C: \$79/mo.</p> <p><input type="checkbox"/> Baritone Horn / Euphonium <input type="checkbox"/> French Horn <input type="checkbox"/> Tenor Sax <input type="checkbox"/> Upright Bass: (sizes) 1/4, 1/2, 3/4 <i>School year options available while supplies last.</i></p>
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Category D: * Prices for bass clarinet, baritone sax, bassoon, tuba 3/4 and marching brass are available upon request.

<p>STEP 5 Recommended Accessories</p> <p><input type="checkbox"/> Method Book \$ _____ <input type="checkbox"/> Shoulder Rest \$ _____ <input type="checkbox"/> Music Stand \$ _____ <input type="checkbox"/> Polishing Cloth \$ _____ <input type="checkbox"/> Care Kit \$ _____ <input type="checkbox"/> Cleaning Cloth \$ _____ <input type="checkbox"/> Reeds (10 pack) \$ _____ <input type="checkbox"/> Strings \$ _____ <i>(CT Sales Tax will be added)</i></p>	<p style="text-align: center;"><i>For Staff Use Only</i></p> <p>RENTAL FEES</p> <p>Monthly Base Rental Fee \$ _____ # of Payments: _____ M&R \$ _____ Next due date: _____ Tax \$ _____ Employee's Initials: _____ Total Monthly Rental Fee \$ _____</p>
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Manufacturer: _____ N L/N Serial #: _____ MSRP: \$ _____ Cash Price: \$ _____

STEP 6 **Credit Card Information**

Print Name: _____ Signature: X _____ Date: _____
Card holder name must match parent or guardian name.

I authorize Creative Music Center to auto charge my credit card each month. If my account becomes 7 days past due, I understand a \$10 late fee will be added to my account. _____ (Please initial)

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CC Number: Exp. Date: / CVV Code:

CC Type: AMEX Visa/MC Discover Debit

What You Need to Know About Your Rental

- Your instrument may be returned at any time. (A receipt is required for proof of return.) Providing your account is current, this contract will be immediately terminated. Note: The instrument must be returned in **good, working, rentable condition*** and intact, with all accessories. If any portion of the instrument is missing, you will be required to purchase the item for replacement with the instrument when it is returned. If an instrument is damaged beyond repair when it is returned, you will be responsible for the replacement cost of that instrument, ranging between \$300-\$1000, depending on the instrument. We are not responsible for personal items left in the case.
- You have the option to purchase the instrument you are renting at any time, or a new instrument of the exact same model at current MSRP. You may also transfer your equity to an intermediate or professional instrument. You will receive 20% off your balance (after all rental payments have been applied) plus tax, providing your account is current. Rental payments are applied to the MSRP first, then the 20% discount is taken.
- The monthly rental fee for Category A is \$27 (\$20 equity, \$5.39 M&R, \$1.61 tax). The monthly rental fee for Category B is \$45, (\$33 equity, \$9.31 M&R, \$2.69 tax). The monthly rental fee for a Category C is \$79, (\$59.00 equity, \$15.28 M&R, \$4.72 tax). Limited quantities of School Year Option instruments are available for our School Year Option Program. Prices for a School Year Option are as follows: Category A: \$175 (\$110 equity, \$54.55 M&R, \$10.45 tax); Category B: \$239 (\$160 equity, \$64.73 M&R, \$14.27 tax) and Category C: \$359 (\$240 equity, \$97.57 M&R, \$21.43), with the exception of the bass. The School Year option for the bass is \$399 (\$260 equity, \$115.18 M&R, \$23.82 tax). School Year Options must be paid in full at the time of rental and are due back on or before June 15, 2020, regardless of the date rented. If you choose School Year Option, there are no refunds. Rentals not returned by June 15, 2020 will automatically be converted to the monthly rental program associated with the category of the instrument rented. Customers choosing the School Year Option may not transfer equity from one instrument type to another. The School Year Option is a promotional program for students new to their school music education program and therefore is available to first-time renters only.
- MAINTENANCE AND REPAIR: Rental instruments are not typically covered by personal homeowner's insurance policies. Information about the M&R is available on the back of this form. M&R is a cost-effective way to cover damage up to \$200 for band instruments and \$100 for orchestra instruments. M&R does not cover replacement of an instrument that is no longer usable. M&R does not cover replacement of instrument accessories such as straps, reeds, mouthpieces, mallets, strings after the first 14 days of rental (viola, violin, cello and bass), bridges, or bows. Creative Music Center reserves the right to decline a replacement if it is determined that the damage is a result of purposeful damage and/or negligence. If the instrument is unable to be repaired as a result of purposeful damage, or if the repair estimate is in excess of \$200 for band instruments and \$100 for orchestra instruments, M&R is voided, and the customer is responsible for the full value of the instrument. In the case of theft, a police report is required within 72 hours of the disappearance. Customers should not attempt to repair an instrument at home. If your account becomes more than 30 days past due, the M&R is suspended until full payment is received. M&R does not cover the instrument if it is lost.
- All rental fees (excluding tax and M&R) are applied towards the purchase of the same type of instrument, providing it is of equal or greater value than the instrument currently being rented. If at the time of purchase, you would like to purchase a new band or orchestral instrument, all accumulated rental fees will be transferred to the new instrument, providing the new instrument is of equal or greater value than the instrument currently rented. Customers are responsible for the difference in retail cost between the MSRP of the initial instrument rented and the MSRP of the new instrument being purchased. Equity can only be used to purchase a band or orchestra instrument used in school band or orchestra programs. Equity cannot be used to purchase items in our retail store.
- **By signing this Rental Agreement, you are assuming full responsibility for the instrument with the serial number as listed above or any exchange(s) done during the rental agreement.**

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, 2020. 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 increase. Rental rates in effect at the time of exchange may apply. If a fractional size instrument is paid off, you will be required to purchase M&R for \$50 for the violin & viola, \$75 for cello, and \$99 for bass to cover the instrument while your child is waiting for the next size. This fee also freezes your equity.
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..... \$930-\$1,195	Viola \$895-\$1,895	Piccolo..... \$995-\$1,295
Closed Hole Flute \$995- \$1,195	Violin..... \$795-\$1,795	Oboe..... \$2,379-\$2,895
Trumpet \$1,083-\$1,395	Cello \$1,695-\$2,495	French Horn..... \$2,699-\$3,495
Tenor Trombone..... \$1,172-\$1,395	Combo Kit \$595-\$695	Baritone Horn \$2,195-\$3,395
Alto Sax..... \$1,950-\$2,495	Snare Drum Kit..... \$395-\$495	Bass ¼, ½ and ¾ \$2,795-\$3,695
Tenor Sax \$2,465-\$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.