

ANDREW'S FINE VIOLINS

RENTAL AGREEMENT TERMS

Renter agrees to pay Andrew's Fine Violins of Mesa, Arizona the rental term payment, as stated in the rental agreement, for each instrument outfit rented, in advance, for the instrument, bow, and case as provided by Andrew's Fine Violins for the use of the Renter. Renter agrees to maintain the instrument, bow and case in excellent condition and submit the same to Andrew's Fine Violins for any and all maintenance and repair, as needed, under the terms and conditions of the Maintenance Plan

MAINTENANCE PLAN:

Maintenance plan covers, at no additional charge, defects in playability and function of the instrument, such as:

- Cracks related to the abnormal shrinkage, not due to negligence or accident
- All glue joints, including seams, loose ribs or fingerboards.
- Sound post adjustment
- All fittings, hardware, and accessories (pegs, end button, tailpiece, chinrest, fine tuners)
- Bridge warping and breakage, as well as arching and height correction.
- Varnish touch up of normal wear, not caused by heat damage or other negligence/accident

note: broken strings and broken necks are not covered under the maintenance plan, and are subject to the deductible (see below).

IN THE EVENT OF THEFT:

Andrew's Fine Violins requires an accompanying police report within 48 hours of occurrence in order for the deductible to be applied. In the absence of such a report customer will be responsible for the full value of the instrument outfit.

DAMAGE:

In the event of damage caused by accident, neglect or misuse the deductible applies. Deductibles depend on the value of the instrument and will be assigned at the time of signing the contract. **DEDUCTIBLE: \$ _____**

Monthly rental plan:

Renter may cancel this contract at any time after first 90 days, provided that all charges are paid in full, by returning the instrument, bow, and/or case to Andrew's Fine Violins. The first 90 days of rental are not refundable. Subsequent months are refundable on a pro-rated basis.

Discounted multi-month rental plans:

Renter may cancel these plans at any time before the next charge takes place with the remaining months of unused rental being refunded on a pro-rated basis.

Rental credit conversion to purchase (RENT TO OWN ONLY):

100% of rental credit can be used toward the purchase of the rented instrument. Accumulated rental credit can also be used towards the purchase of any instrument owned by Andrew's Fine Violins, provided that the instrument being purchased is priced at least double the collected rental credit. Rental credit is non-transferable, and has no cash value. **Rental credit is valid for up to two (2) months from the date of the instrument return.**

Instrument size upgrade or change of rental instrument:

If the instrument needs to be upgraded in size or a change to a different type, 75% of accumulated credit will be applied toward the larger sized instrument or another type of instrument.

IMPORTANT:

The first payment is due on or before delivery. Subsequent payments are due on the first of each month, except multi-month plans, which are charged on an anniversary basis. All rental fees will be charged automatically to the one of the major credit cards. In the event of credit card charge failure the payment will be subject to a **LATE FEE OF \$15.00** per instrument and the maintenance plan will be suspended until the charges are paid in full. No maintenance or replacements will be made under the terms of the maintenance plan, prior to receipt of the first payment. Loss due to fire, theft, flood, or accidental damage prior to the receipt of the first payment will not be covered and will be the responsibility of the Renter.

The instrument, bow and case are the property of Andrew's Fine Violins. Renter grants to Andrew's Fine Violins the right to recover the instrument, case, and/or bow at any place, any time, by any legal means, for nonpayment of charges. Renter agrees to surrender instrument outfit, if asked to do so by an employee of Andrews Fine Violins. Andrews Fine Violins reserves the right to charge the Renter for the full value of the instrument, case, and/or bow if the account is delinquent 120 days or more. Renter will be liable for reasonable collection and attorney's fees where this contract is referred to a collection agent or attorney, and any applicable court costs.