



## **Rent-By-Fax**

- 1. Print out Rental Form**
- 2. Fill out the top half of the form including (Remainder to be filled out by Music Man):**
  - A. Parent Information**
  - B. Credit Information**
  - C. Instrument**
  - D. Condition**
- 3. Fax to 561-832-3880**

**Music Man will contact you right away!  
Thanks for your business!**



# Rental Agreement

2309 N. Dixie Hwy, West Palm Beach, FL 33407  
 179 N. Jog Rd., West Palm Beach FL 33413  
 3940 Orange Ave., Ft. Pierce, FL 34947

(561) 832-3753  
 (561) 478-0920  
 (772) 466-8764

Parent Information	<b>Parent Name</b>		<b>DL# or SS#</b>		
	<b>Cell Phone</b>		<b>Home</b>		
	<b>Email</b>		<b>Work</b>	<b>Ext.</b>	
	<b>Employer</b>		<b>Position</b>		
	<b>Parent Name</b>		<b>DL# or SS#</b>		
	<b>Cell Phone</b>		<b>Home</b>		
	<b>Email</b>		<b>Work</b>	<b>Ext.</b>	
	<b>Employer</b>		<b>Position</b>		
	<b>Student</b>		<b>School</b>		
	<b>Street Address (No PO Box)</b>				
<b>City State Zip</b>				<b>Residence: (Circle one) Homeowner or Renting</b>	
Credit Information	<b>CC#</b>			<b>Exp</b>	
	<b>Name on Card</b>				
	<b>CC#</b>			<b>Exp</b>	
	<b>Name on Card</b>				
	<b>Friend or Relative (not living with you)</b>			<b>Phone:</b>	
Item	<b>Instrument</b>	<b>Brand</b>	<b>Model</b>	<b>Serial #:</b>	<b>Condition:</b> New   Near New   Used
	<b>“R&amp;R” Maintenance Agreement (Section ‘V’ Terms and Conditions)</b>				
Service	(Initial) _____ I wish to add the monthly “R&R” Service Agreement in the amount of \$_____			(Initial) _____ No, I decline the “R&R” Maintenance Agreement. I will assume liability for any loss damage or repair to the instrument.	
	<b>Automatic Billing</b>				
Billing	(Initial) _____ <b>AUTO PAY PROGRAM:</b> I authorize Music Man, Inc. to charge my TOTAL MONTHLY PAYMENT to my credit card I have provided.			(Initial) _____ <b>COUPON BOOK:</b> I will be responsible for mailing payment on a monthly basis. I authorize my Credit Card to be used per Section IV: “Past Due & Surrender of Instrument” if payment is not received within 20 days of Due Date.	
Agreement Information	<b>Monthly Rental</b>	<b>R&amp;R</b>	<b>Total Monthly Rental Plus Tax</b>		<b>Retail Value</b>
	I agree to pay Music Man Inc. (MMI) a total monthly payment of \$_____ per month plus tax. I understand this monthly payment is not refundable and is not pro-rated if turned in early. It is agreed: 1. that I reserve the right to return the merchandise at any time without obligation. 2. that the rental fees will be applied towards the purchase and that full title and ownership of the merchandise will remain with MMI until full payment has been made. 3. that I will not sell, mortgage, or dispose of the merchandise until full payment has been made. 4. that MMI and its representatives may pick-up the instrument from the school or the home if the monthly payments are not kept current. 5. MMI reserves the right to charge referenced credit cards listed for payment in the event that any account falls past due more than 20 days. Any account past due more than 5 days will be assessed a late fee of \$5.00 per month. Accounts sent to collection will be assessed a \$75 charge. 6. I understand that if I become 60 days delinquent in my payments, I shall immediately return the property to any of the above listed MMI locations to avoid criminal prosecution. 7. Additional Terms and Conditions on reverse of agreement apply.				<b>Initial 3 Mo. Rental</b>
					<b>Balance</b>
					<b>Early Discount %</b>
					<b>Notes:</b>
<i>I have read and agree to the Terms and Conditions listed on the reverse side of this agreement. I understand failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.</i>					
Signature	Renter Signature #1				Date
	Renter Signature #2				Date
	<b>To Be Completed by Music Man</b>				
	Customer #	Entered by:	Date:	Invoice #:	
	Rental Location:	Terminated by:	Date:	Invoice #:	

## Terms & Conditions

**I. Rental.** The undersigned on this day agrees to rent from Music Man, Inc. (hereafter to be referred to as MMI) of West Palm Beach, Florida, the described instrument at a monthly rental rate (see reverse) to be ***payable in advance for the month or any part thereof.*** A payment book will be issued for rental payments after initial rental period of three (3) months to those customers NOT selecting “Automatic Billing Option” (*Section D-4*). *Monthly bills will not be sent.* It is the customer’s responsibility to notify MMI of any changes to the customer’s personal information provided to include but not limited to customer’s address, school, phone numbers, credit card number, etc. MMI reserves the right to collect and report the credit information of the undersigned to reporting agencies.

**II. Option to Purchase.** Prior to the expiration of the initial three month rental period and/or during the continuance of the rental agreement the undersigned shall have the option (provided all payments are current) to purchase said instrument for the sum herein fixed as its value. All rental payments in full or in part made prior to the contract to purchase said instrument will be applied towards the retail price. Ownership of said instrument will remain that of MMI, until such time as accumulated rental payments total the herein fixed Retail Price, at which point ownership of said instrument will be transferred to the undersigned. A cash discount may be applied against the retail balance toward the purchase of ‘new’ and ‘near new’ instruments before the initial three month period, and subsequently at the discretion of MMI. Upon exercising said discount, in the event financing is necessary, a separate signed promissory note will be required.

**III. Return of Instrument.** Upon completion of the required initial rental period of three (3) months, rental of said instrument is on a month to month basis and may be returned at any time thereafter. Return of said instrument requires a “***Return Authorization Number***” to be issued by MMI upon the ***Request of the Customer*** to return instrument. It is the customer’s responsibility to notify MMI of intention to return instrument. Customer is responsible for any parts of the instrument missing at the time of return (i.e. mouthpieces, strings, sticks, practice pads, stands, etc.)

**IV. Past Due & Surrender of Instrument.** Said instrument shall be, and remain subject to, the order of MMI and shall be returned and surrendered to MMI upon their request at **any location** at the conclusion of any monthly period of this agreement or any other time the customer is in default of rental payments or the observance of any condition of this agreement. Customer agrees to reimburse MMI any costs including but not limited to past due rental fees, repossession charges, collection fees or any other fees incurred to enforce the terms and conditions of the agreement the amount of which will be determined by MMI. In the event rental fees are unpaid and remain past due for five (5) days, MMI may collect late fees, in addition to the unpaid balance. In the event payments become past due 30 days MMI will consider the customer in default of the agreement and the entire value of the instrument will become due and payable on demand. ***Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.***

**V. Authorization.** ***Customer authorizes MMI to charge the credit card provided for rental payments, late fees and/or any unpaid balances owed MMI past due 20 days or more. Customer further authorizes MMI to retrieve and report credit information at the discretion of MMI.***

**VI. R&R Option:** ***A. Repair:*** In the event the instrument becomes damaged in any way that affects performance, MMI will repair or regulate the instrument and/or its components to proper playing condition without charge ***unless damage is due to customer’s willful act or negligence.*** All repairs are to be performed by an MMI technician. MMI reserves the right to invalidate R&R coverage in the event of damage caused by an unauthorized repair person, willful act or negligence as a result of ill usage, and/or abuse as deemed such by MMI. “R&R” coverage does not include, cosmetic dent work, replacement of strings, drumheads, mouthpieces or missing parts/components required for operation to include but not limited to necks, barrels and headjoints, etc. ***B. Replacement:*** In the event of theft, the company will replace the stolen instrument with one of comparable brand, age, condition and value. MMI requires the theft be reported by the customer to law enforcement authorities and to MMI within twenty-four (24) hours after discovery of theft. A copy of the police report is required with any claim for replacement. MMI reserves the right to refuse “R&R” coverage to any customer at the time of origination and/or amend coverage at any time. In the event of purchase or early payoff, “R&R” coverage is no longer in effect, a separate “Repair Only” coverage will be offered at such time.

**VII. Loss of Instrument.** While in customer’s possession, instrument shall be adequately cared for and protected from all ill usage, neglect and damage. The instrument shall not be removed from customer’s address or that of the school as herein set forth, without written notice to MMI. In the event that the instrument should be LOST, STOLEN or DESTROYED while in my possession, the customer shall reimburse MMI the value of the instrument herein fixed.