

MONTERO VIOLINS

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 610.801.1657 (Stroudsburg)
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Musical Instrument Lease Agreement

Lease Beginning _____

Lease Ending _____ or Monthly Installment

Parent Name _____

Instrument _____

Student Name _____

Size _____

Address _____

Model _____

City _____ State _____ Zip _____

Serial # _____

School District _____

School Name _____ Grade _____

Home Phone _____

Work Phone _____

Cell Phone _____

E-mail _____

Driver's License # _____ EXP: _____

Lease Fee-----\$ _____

Book#1 _____ \$ _____

Book#2 _____ \$ _____

Music Stand _____ TS _____ \$ _____

Rest/Sponge _____ \$ _____

Other _____ \$ _____

Other _____ \$ _____

Subtotal _____ \$ _____

6% PA Sales Tax _____ \$ _____

Total _____ \$ _____

Visa MasterCard Discover AmEx

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Expiration: _____ CVV# _____

All required information remains confidential.

LEASE TERMS:

I have leased the instrument for the fixed period of time indicated above. On or before the due date, I will either return the instrument to Montero Violins or arrange to re-lease the instrument for another fixed period of time. A late fee of one dollar (\$1.00) per day, beginning the day after the end of the lease period, will be charged for late returns or late renewals.

Loss, Damage and Repair Waiver: Montero Violins certifies that the leased instrument is in proper playing condition before it is release to the customer. Montero Violins covers all maintenance and repairs for the rental instrument for the lease period. If you are not in default of this agreement, you will not be liable for the loss of damage to the instrument due to theft or fire. For theft, you must furnish us with a Police Report showing forced entry within 72 hours of the loss. The LDW does not cover mysterious disappearance from school orchestra rooms or lockers, or by any circumstance where 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.

If the instrument is damaged, unless caused by your willful act or gross negligence, we will repair the instrument at no charge. The **LDW does not include damages to the finish, cosmetic damage to cases, string breakage (after the first 14 days of rental), bows, rosin, and bridges. In the event that an instrument is beyond repair due to negligent behavior, the customer will be responsible for the replacement cost of the instrument to keep their account in good standing with Montero Violins.** To ensure the consistent quality of our instruments, **no other repair shop or person may work on the instrument without the permission of Montero Violins.**

By signing this instrument lease agreement, you agree to all of the terms and conditions stated on the front and reverse of this document. By signing, you acknowledge that you have received a copy of this agreement. If you faxed or e-mailed the lease agreement to Montero Violins, you acknowledge that there is a reverse side to the lease and agree to all of the terms and conditions stated on the front and reverse of this document.

Parent Signature _____ MV Rep _____

Office Use Only: Paid _____ Check # _____ in QB _____ In QB Notes _____ In DB _____ in PG _____

RENTING THE INSTRUMENT

1. You may rent the instrument as long as you wish. Your rental contract will be terminated when your instrument is returned and your rental charges have been paid.
2. A. Customers who sign yearly contracts will receive a renewal letter prior to the termination date of their lease whereby they may choose the option to re-lease the instrument for another year or return it without further obligation. The renewal of your lease will be charged to the credit card on file, unless specified otherwise by the customer. A late fee of one dollar per day will be assessed to your account for every day your account is in arrears. Accounts in arrears are subject to collection of the instrument from school.
B. Customers who sign a monthly contract, monthly installments will be charged to your credit card on file, unless you specify otherwise. You will not receive a notice from Montero Violins stating your credit card has been charged. A late fee of ten dollars will be assessed every month your account is in arrears. Accounts in arrears are subject to collection of the instrument from school.
3. Montero Violins reserves the right to charge past due rental fees (including late fees) to your credit card using the information provided to Montero Violins. If the account becomes 90 past due, any credit earned will be void, and the full value of the instrument shall become due, plus liability for all collection and legal costs incurred. Montero Violins, reserves the right to report your credit and payment history to any of the credit reporting agencies at our option.
4. A fee of \$25.00 will be assessed for any checks returned to Montero Violins.
5. You are required to notify Montero Violins if you change or address, phone number and/or credit card number.
6. If the customer has an outstanding balance with Montero Violins for a returned check, non-renewal, credit/debit card decline, late fees and/or in the event that the instrument is not returned at the time of the expiration of the lease agreement, Montero Violins reserves the right to collect the instrument if no arrangement for payment or return has been made after 30 days, given that Montero Violins has made sufficient effort to contact the customer to resolve the matter. The customer will still be responsible to pay any and all late fees during that time, which will ease to accrue upon the return or collection of the instrument. Montero Violins reserves the right to charge the credit card number on file for the renewal of the instrument and/or any late fees that are owed at the time of the renewal or termination of this lease.
7. If a leased instrument in need of repair is brought into Montero Violins, and money is owed on the customer's account for the leased instrument, Montero Violins reserved the right to hold the instrument for collection purposes. Montero Violins will release the instrument back to the customer after all outstanding invoices and fees have been paid in full.
8. No other instrument may be leased to the customer until past due obligations are paid in full. If the instrument, case or bow is lost or is in disrepair beyond normal wear and tear, the customer authorizes Montero Violins to charge the customer's credit card on file for the repair or replacement of the items.

SIZE EXCHANGES

When your child needs a larger size instrument, we will exchange it for an instrument of the correct size for no additional charge, provided the account is current. All lease credit will transfer to the exchanged instrument.

PURCHASING AN INSTRUMENT

When you are ready to purchase an instrument, Montero Violins will apply all lease fees paid, excluding tax, toward the purchase of an instrument or outfit. Lease credit will be applied as follows: up to \$300 of lease credit will be applied to instruments that are priced \$700 - \$1,199; up to \$400 of lease credit will be applied to instruments that are priced \$1,200 to \$1,799; up to \$500 of lease credit will be applied to instruments priced \$1,800 to \$2,999; and up to \$800 of lease credit will be applied to instruments priced \$3,000 and up. Lease credit cannot be combined with any other offer or sale, but we will honor the sale of greater savings to the customer. Lease credit cannot be combined with other instruments leased at Montero Violins.

REFUNDS

For customers who sign a yearly lease, returns are subject to a 20% restocking fee, which will be deducted from the customer's refund total if the instrument is returned within the first thirty days of the lease agreement, which includes renewals and auto-renewals. After thirty days of the start or renewal of the lease, no refund will be issued for early instrument returns.

TERMINATION

You may terminate this Agreement at any time, without penalty, by returning the instrument to Montero Violins in good condition, fair wear and tear accepted. The bow must be returned with the instrument or you will be responsible for its replacement. **IF YOU WISH TO RETURN YOUR INSTRUMENT, YOU MUST CALL MONTERO VIOLINS. DO NOT LEAVE THE INSTRUMENT AT SCHOOL WITHOUT PRIOR ADVANCE AUTHORIZATION FROM MONTERO VIOLINS AS THE INSTRUMENT WILL NOT BE PICKED UP. TEACHERS ARE NOT RESPONSIBLE TO FACILITATE RETURNS OR EXCHANGES.** Rental fees will be charged up to the date your instrument is returned. Any past due and/or late fees will still be owed. No refunds or partial refunds will be given to any portion of a rental period which you did not use or have possession of the instrument.