



Band Instrument Rent to Own Contract

10 Commonwealth Ave. PO Box 18647 Erlanger, KY 41018

859-727-1138

www.wertmusic.com

FIND YOUR SOUND

STEP 1 Student and School Information

Student Name	Grade	School Name	County
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STEP 2 Instrument Selection Check the instrument group you prefer and new or previously used

INSTRUMENTS Instruments are subject to availability and approval.

GROUP ONE

- Bell Kit
- Drum Kit
- Viola
- Violin

GROUP TWO

- Clarinet
- Flute
- Drum/Bell Combo

GROUP THREE

- Trumpet
- Trombone
- Xylophone

GROUP FOUR

- Alto Sax
- Tenor Sax
- Oboe
- Cello

GROUP FIVE

- Baritone
- French Horn

(Limited Qty.)

MONTHLY PAYMENT Total Monthly Payment includes Complete Repair and Replacement Plan (CRRP)

Previously Rented <input type="checkbox"/> \$21.00 New <input type="checkbox"/> \$31.00	Previously Rented <input type="checkbox"/> \$30.00 New <input type="checkbox"/> \$42.00	Previously Rented <input type="checkbox"/> \$32.00 New <input type="checkbox"/> \$44.00	Previously Rented <input type="checkbox"/> \$55.00 New <input type="checkbox"/> \$67.00	Previously Rented <input type="checkbox"/> \$70.00 New <input type="checkbox"/> \$82.00
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OFFICE USE ONLY

Brand & instrument _____

Serial # _____

Category _____

Prev. Rented New

Retail _____

Tax _____

Total Purchase Price _____

Total Monthly Payment (including CRRP and tax) _____

Total _____

STEP 3 Parent or Guardian Information

Full Name		Address			Length of residence?	
City	State	Zip	Home phone () -	Cell phone () -		
Primary email			Have you rented from Wert Music before? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Employer/Source of income		Work phone () -	How long?	Social Security number - -	Drivers license number	
Spouse's/Partner's name	Spouse's/Partner's email		Spouse's/Partner's employer	How long?	Spouse's/Partner cell phone () -	

PAYMENT INFORMATION Automatic Bill Pay

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Exp. Date ___/___/___
I authorize Wert Music to automatically bill the Total Monthly Payment due each month.				
Signature _____			Date _____	

REQUIRED CONTACTS Relative or friend, not living with you

Name	Phone () -
Name	Phone () -

STEP 4 Read the Terms and Disclosures in this Agreement Terms are printed on both sides of the agreement

Total monthly payment includes \$5.00 CRRP plus tax, due on the same day each month that you rent the instrument within this contract. Contract determines customer's rental due date. A \$6.00 late charge will be added to every delinquent payment. Rental contract may be terminated by the customer at any time. The minimum rental period is 1 month, beginning on the day you receive the instrument, which becomes your monthly due date. Minimum of 1 total monthly payment due regardless of any special offers or promotions. To terminate this contract, return the instrument to Wert Music and get a receipt. Leaving an instrument at school does not cancel this contract. You must request a pickup from Wert Music to have an instrument picked up from a school. Rental fees will be charged through the contract month of return.

By signing below, you acknowledge that a) you have read and understand the terms, conditions, and disclosures of this contract, b) you, the parent and/or the legal guardian or responsible person, will fulfill all the terms and conditions of this contract, c) and have received a completed and signed copy of this contract. Signing this document by you will constitute an offer to rent, which is subject to credit verification and final approval including, but not limited to, credit verification and upon acceptance by Wert Music will constitute a binding legal contract.

STEP 5 Sign and Date this Agreement Signature must match applicant information

Signature _____ Date _____ Accepted by Wert Music _____ Date _____

TERMS AND DISCLOSURES OF CONTRACT

TERMS: You agree to pay Wert Music the total monthly payment defined on the front of this contract under instrument group and description. Instrument categories of "New" and "Previously Rented" are subject to availability and approval and may be substituted at the discretion of Wert Music. Your monthly rental rate will reflect the category of instrument you receive. Your total monthly payment amount includes the Complete Repair and Replacement Plan (CRRP which is explained below), plus applicable tax. The minimum rental period is one month payable in advance beginning on the day you receive the instrument, which becomes your monthly due date. A minimum of one total monthly payment due regardless of any special offers or promotions. Rental payments will continue to be due and payable each month on the payment due date until the instrument is either returned to the store and the contract terminated (see "Returns & Termination" section below) or, the instrument has been fully paid off. There will be no proration for early termination. Acceptance of this contract is subject to credit verification and approval by our credit department.

OPTION TO PURCHASE: There is never an obligation to purchase. You will not own the instrument until you have paid the total amount necessary to acquire ownership. The total purchase price of the instrument you are renting is listed on the front of this contract. At any time for the duration of the rental, you have the option to purchase the instrument by paying the total purchase price less all rental fees paid to date. No other fees (including CRRP) or charges paid may apply towards purchase. The type of instrument purchased must be the same type as the instrument selected for rent on the front of this contract or in case of an exchange, the instrument that was exchanged (e.g., rent a flute, buy a flute) and of equal or greater value. Rental payments have no value towards the purchase of any other products sold by Wert Music.

EARLY PURCHASE: If you decide to exercise your Option to Purchase (as outlined above) within 24 months of the initial contract date, you will receive a 25% discount off the unpaid balance of the instrument you are currently renting.

TITLE: The right of ownership will remain with Wert Music during the rental period. You have no right to sell, pawn, pledge, or dispose of said property. Ownership will be transferred to you when the instrument is paid for in full according to the terms of this agreement.

EXCHANGES: You may exchange the instrument listed on this contract at no additional charge for any other band instrument listed in Group 1, 2, 3, 4, or 5 providing your account is current. If you receive an instrument in a different rental group or category, the new rate takes effect on the next due date. Unlimited exchanges may be made only within the first 12 months of the rental period. Beyond 12 months, exchanges may only be made for instruments of equal or greater value. All applicable rental credit paid to date will be automatically transferred to the exchanged instrument now under contract. The purchase price may change based on the value of the instrument selected.

COMPLETE REPAIR & REPLACEMENT PLAN: This plan is provided automatically as a part of your total monthly payment (\$5.00 per month). Wert Music will repair the instrument during this agreement if it is damaged or fails to perform due to any reason other than misuse or abuse. Minor scratches and dents that do not affect the playing condition are not considered as "damage". Wert Music must make all adjustments and repairs. DO NOT attempt any repair on your own or deface the instrument or case as this may void coverage. Wert Music reserves the right to pick up the instrument for periodic checks and maintenance. If an instrument is destroyed by fire, accidental damage or lost by theft, Wert Music will replace it with an instrument of equal value at no charge provided reasonable proof of such loss is presented. Theft must be reported to the local police within 7 days of discovery. Instrument accessories such as (but not limited to) mouthpiece, ligature, sticks, reeds, straps, and stands are not included in this plan. This plan applies only when all rental fees are current and only while this rental contract is in effect. A claim for repair or replacement does not alter the terms of this contract and your obligation to pay rent continues while repairs are being made. OHIO customers only: should you wish to rent an instrument without this plan, you will be required to pay a security deposit of \$100.00 (cash only) and agree to pay all costs to maintain, repair, or replace the instrument in the event of loss or damage. This deposit will be refunded when the instrument is returned provided it is in the same condition as rented with consideration to normal wear and tear.

RETURNS & TERMINATION: You may terminate this contract by returning the instrument in the same condition as received, fair wear and tear excepted, to a Wert Music store. You may request instrument return pickup from school by contacting Wert Music directly and then by making a formal request in writing (email: sales@wertmusic.com). Simply leaving the instrument at school does not cancel this agreement. Third parties (i.e. band directors) are not responsible for the return of the instrument. Until the instrument is in the possession of Wert Music you are responsible for the security of the instrument and for all payments, whether the instrument is actually being used. Rental will be charged to the end of the contract month of return and is not refundable. When you return the instrument, you will need to obtain a receipt or other written confirmation from one of our authorized representatives. In the event of a dispute regarding the return of the instrument, the presence or absence of a receipt will be inclusive. Instruments must be returned with all provided parts and accessories including but not limited to case, mouthpiece, ligature, cap, neck strap, stands sticks/mallets, and practice pad. Replacement costs for parts or accessories not returned are the responsibility of the customer and may be charged automatically to the payment method on file.

DEFAULT: If you fail to make any payment within 10 days of the due date you will pay a late charge of \$6.00. Should you fail to make any rental payment within 45 days of the due date, this agreement shall terminate automatically, and you shall immediately surrender and return the instrument to our store. In the event of termination, should you fail to return the instrument, we have the right to take possession of the instrument, without notice to you, provided that we do so without committing a breach of the peace. In addition to any other charges you may owe, you will be responsible for all reasonable costs incurred to us in getting our property back, including attorney and court fees and prosecuted to the maximum permitted by law.

REINSTATEMENT: Should you be in default for failure to make timely rental payments, you have the right to reinstate the original rental agreement without losing any rights or options previously acquired under this agreement if you surrender the instrument to us when requested to do so and within 3 months after the expiration of the last rental term for which you made a timely payment and you pay to us any unpaid rental payments, maintenance fees, delinquency charges, pick-up and delivery fees and a reinstatement fee of \$25.00 prior to reinstatement. If you reinstate, we will provide you with the same instrument or a substitute of comparable quality and condition.

ORAL STATEMENTS & PERFORMANCE: It is understood that no other agreement, guarantee, warranty, verbal or written, express or implied shall limit or qualify the terms of this agreement.

RETURNED CHECK CHARGES: Based on the current rate posted in store.

OTHER: You agree to notify Wert Music of any changes in your payment method, address, phone numbers, and/or any other contact information within 10 days after the changes occur.

NOTICE TO OUR CUSTOMERS: THIS RENTAL-PURCHASE AGREEMENT IS REGULATED BY STATE LAW AND MAY BE ENFORCED BY THE ATTORNEY GENERAL OR BY PRIVATE LEGAL ACTION.