

264 W. Second St. - Oswego, NY 13126
 Phone 315-349-7477 - Fax 315-349-7488
 email: sales@midstatemusic.com

MIDSTATE MUSIC
 www.midstatemusic.com  **of CNY, Inc.**

8033 Brewerton Rd. - Cicero, NY 13039
 Phone 315-699-2874 - Fax 315-349-7488
 email: sales@midstatemusic.com

Instrument Rental Agreement

PLEASE PRINT CLEARLY ~ complete all information:

INSTRUMENT: _____

Parent Name _____

Student Name _____

Street Address _____

City/State _____ Zip _____

Primary Phone _____ Alt. Phone _____

School District _____

School Building _____

E-mail Address _____

Employer _____

Address _____ Phone _____

Alternate Contact Name _____

Address _____ Phone _____

** A \$105.00 refundable security deposit must be made on the instrument if Driver's License and Credit/Debit Card information, or if authorization to charge any past due balances to your credit card, is not provided.*

***** REQUIRED INFORMATION *****

Driver's License _____ exp. _____

Credit/Debit Card

Visa MasterCard AMEX Discover

Exp. Date

Midstate Protection Plan: This plan is optional. If you choose NOT to purchase the Protection Plan, you will be responsible for loss, theft, or damage to the instrument from any cause. (see reverse side for complete information)
 Please check your choice for the MP Plan:

YES NO I would like to purchase the MP Plan. Initial Here _____

Monthly Payment: Your monthly payment of \$ _____ will be due on the 15th of each month, beginning on _____ for as long as you continue to rent the instrument (after the initial payment). (Payment includes tax & MP fee if applicable)

Monthly Payment Options:
 (please check one and complete appropriate information)

CASH or CHECK

Payable monthly at either Midstate Music location or via US mail
 (A monthly statement will be issued if Auto-pay has not been initiated)

AUTO PAY (Recurring payment)

Credit/Debit Card OR Auto-Check charge to your account.

Initial Here X _____ to authorize auto-pay option
 (for Auto-Check please include a voided check)

"I authorize Midstate Music of CNY, Inc. to initiate recurring debit entries to my credit/debit card account or checking/savings account as indicated. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of US law."

Signature X _____

I understand and agree to all of the terms and conditions of this contract.

Parent/Guardian Signature Required X _____ Date _____

* I authorize Midstate Music of CNY, Inc. to charge any past due balances to my credit card. Initial Here _____

Initial Payment	\$ _____
Midstate Protection Plan	\$ _____
Lesson Book _____	\$ _____
Other _____	\$ _____
Sub-Total	\$ _____
NYS Sales Tax + (8%)	\$ _____
*Security Deposit (if required)	\$ _____
TOTAL	\$ _____

Payment option: Cash Check # _____ Credit Card

Monthly Payments will be due on the 15th of each month. MIDSTATE MUSIC OF CNY, INC. retains ownership of instrument. You are not purchasing the instrument that you are renting (refer to contract conditions on reverse side)

FOR OFFICE USE ONLY

Delivery/Pick Up Date _____

Instrument _____ Brand _____

Model _____ Serial # _____

Rep Initial: _____

• TERMS & CONDITIONS OF INSTRUMENT RENTAL AGREEMENT

This contract is made on the date of this signed document between Midstate Music of CNY, Inc. , a corporation called "we" or "us" and herein the customer is called "You". Please refer to this contract for any additional information pertaining to early termination, possible purchase options, maintenance responsibilities, late and default charges. In exchange for the payment you make, we agree to lease you the instrument according to the terms of this rental agreement. Upon written request, you may review a completed Rental Agreement for up to twenty-four (24) hours prior to signing the Agreement.

- **TITLE OF THE INSTRUMENT** remains with us. If you declare bankruptcy, we retain the title to the assigned instrument and the instrument must be returned to us immediately. You do not receive ownership or any rights to the instrument.

• PAYMENTS

You agree to make all monthly payments in advance of each due date. These payments are not contingent on practice and lesson schedules. We will consider as delinquent all payments that are received 10 days past due and you will incur a \$5 late fee per month. Monthly payments are not pro-rated. There will be a \$30 fee for all returned checks. You authorize us to bill against the credit card listed in the event that payment is not received within 10 days after the due date, or you are required to pay a security deposit, from which you authorize us to deduct applicable fees.

• AUTO-PAY

As evidenced through your initialing the auto-pay selection, you authorize us to initiate recurring entries to your Checking/Savings account or Credit/Debit Card as shown on this contract. Should any such debits be returned by NSF or uncollected fund, you authorize us to collect such debits and associated fees electronically. **You understand that it is your responsibility to notify us of any changes in credit/debit card or checking /savings account information IMMEDIATELY upon change, including credit card cancellation, change of address, expiration, phone number, or return of the assigned instrument.**

• LIABILITY (LOSS OR DAMAGE)

You are responsible for loss, theft, or damage to the instrument from any cause, up to the determined fair market value of the instrument at the time of its destruction, loss, or theft, as determined by us. If you choose to purchase the Midstate Protection Plan, some of the liability may be covered (see below).

• MIDSTATE PROTECTION PLAN

In addition to the manufacturer's warranty against defects in materials or faulty workmanship, we, for the monthly fee shown on the reverse side, will protect you against loss or damage to the instrument subject to the following terms and conditions:

1. Any instrument totally destroyed by fire or accident occurring through no fault of yours will terminate this agreement, without further charges to you. We may require reasonable proof of any such loss or destruction. You must provide a copy of the police report for any instrument that you claim as stolen within 24 hours after discovery of the theft. We will not replace any destroyed or stolen instrument, and any payments made prior to the loss or damage are not refundable nor transferrable.
2. If the instrument becomes damaged or deteriorates in performance, we will repair and regulate it to proper playing condition. This does not apply to deterioration of appearance which does not affect the performance of the instrument, such as scratches, minor dents, and finish, or damage to the case. Specifically excluded from coverage are lost parts, mouthpieces, ligatures, neck straps, drum heads, drum sticks, reeds, swabs, and lubricants, which were provided at the time of the initiation of this agreement.
3. ALL REPAIRS MUST BE COMPLETED BY A MIDSTATE MUSIC REPAIR TECHNICIAN ONLY.

• REQUIRED INFORMATION AND SECURITY DEPOSIT

You are required to provide a valid driver's license information and a major credit/debit card information. This information will only be used in the case that you become delinquent in payments, or for the Auto-Pay if you have chosen to participate in that option. If it is not possible to give both driver's license and credit/debit card information, we reserve the right to require a fully refundable security deposit for the instrument. The deposit will be \$105.00. No sales tax will be added to the deposit. In the event that you become delinquent in your monthly payment, the deposit will be used to offset the delinquent payments up to, and not to exceed, the total of the deposit. When you return the instrument to us, and if your payments are up to date, the balance of the deposit will be fully refunded. Your security deposit will not be held in a separate account, and will not incur interest on your behalf.

• RETURN PRIVILEGE AND EXCHANGE POLICY

1. At anytime during the life of the contract, you may return the assigned instrument. At that time, providing all fees have been paid, you have no other obligations, and the agreement will be terminated. If at the time the instrument is returned there remains a balance on the account, you are responsible for the payment of the remaining balance and any other fees associated with the collection of the balance. We reserve the right to charge your credit card for any unpaid balances due at the termination of this agreement, or deduct the unpaid balance from your security deposit (if applicable).
2. The instrument must be returned to us at one of our store locations, or special arrangements for pick-up must be made with us with prior notifications.
3. **DO NOT LEAVE THE INSTRUMENT AT SCHOOL WITHOUT ADVANCE AUTHORIZATION FROM MIDSTATE MUSIC. We are NOT responsible for any instruments left in school without our prior knowledge.**
4. You may exchange the assigned instrument with another instrument of equal/greater value, and agree to pay any additional rental charge if applicable, at any time throughout the life of this agreement. This option is only available to you if your account is current at the time of exchange.

• PURCHASE OPTION

You are not purchasing the instrument that you are renting. You may purchase an instrument from us at any time, and all rental credit (excluding MP payments and sales tax) up to 24 months can be applied towards the retail price of an instrument that you wish to purchase. In addition, a 30 percent discount will be applied, after the rental credit has been deducted, to the remaining balance of the purchase price.

• CREDIT CARD AUTHORIZATION

If you are more than 10 days late in paying any sums due under this agreement, you authorize us to charge the credit/debit card given at time of rental for the payment of any sums due under this agreement. Credit/Debit card chargeback fee is \$30. **It is YOUR responsibility to notify US of any changes in credit/debit and checking account information, change of address and/or phone number and return of instrument.**