



- **TERMS & CONDITIONS OF THE STRING LEASE 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.

- **MIDSTATE PROTECTION PLAN**

We, for the charge shown on the reverse side of this form, will protect you against loss or damage to the instrument subject to the following terms and conditions:

- 1) An instrument totally destroyed by fire or other accident occurring not through the fault of the Lessee will be replaced by us without charge with an instrument of similar or equal brand, age and condition, as determined by us. We will replace a stolen instrument provided that the theft is reported by the Lessee to the law enforcement authorities within 24 hours of theft, when provided with a valid police report of the stolen instrument.
- 2) No request for refund will be honored once the instrument is accepted.
- 3) If the instrument becomes damaged or deteriorates in performance, we will repair and regulate it to proper playing condition without charge regardless of the cause of damage or defect. This paragraph does not apply to deterioration of appearance which does not affect the performance of the instrument, such as scratches, minor dents, and finish. Specifically excluded from coverage are the conditions of strings and bows, and damage to the instrument case.
- 4) ALL REPAIRS MUST BE COMPLETED BY A MIDSTATE MUSIC OF CNY, INC. REPAIR TECHNICIAN ONLY.

- **REQUIRED INFORMATION AND 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 fail to return assigned instrument to us..If it is not possible to give both driver’s license and credit/debit card information, we reserve the right to require a refundable security deposit for the instrument. The deposit will be \$95.00. No sales tax will be added to the deposit. In the event that you fail to return assigned instrument to us, the deposit will be used to offset the purchase price of assigned instrument plus late fees. If you return the instrument to us, and your payments are up to date, the deposit will be fully refunded. If you return the instrument, and have acquired any additional fees, the balance of your security deposit, minus the applicable fees, will be refunded to you. Your security deposit will not be held in a separate account, and will not incur interest on your behalf.

- **PURCHASE CREDIT**

You may purchase a new instrument from us and deduct 100% of the lease fee from the retail price. (This does not include sale items.) The purchase must be completed within 30 days of the expiration of this agreement. Lease fees are not cumulative.

- **SERVICE TO YOU**

Our staff includes experts in all school music related activities. Don’t hesitate to call with any questions. (315)349-7477 or toll free 1(866)332-7336.

- **EXPENSES AND ATTORNEY’S FEES**

In the event you fail to return the instrument, you agree to pay us 70% of the current retail price regardless of age or condition. If the Lessor retains an attorney to collect any sums due, the undersigned agrees to pay all expenses of collection, including attorney’s fees.

- **LEASE EXPIRATION**

The instrument must be returned to us and your responsibility will not cease until it is returned. A late charge of \$2.00 per day plus all expenses will be made after the expiration date.

- **RETURN PRIVILEGE AND EXCHANGE POLICY**

1. The assigned 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, prior to the expiration date of this agreement.
2. **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.**
3. You may exchange the assigned instrument with a larger size or different string instrument, and you 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. We will apply all lease payment (excluding taxes, fees, or MP Plan payments) toward a larger/different string instrument, up until the expiration date.

- **CREDIT CARD AUTHORIZATION**

You authorize us to charge the credit/debit card given at time of lease for fees as indicated in EXPENSES AND ATTORNEY’S FEES. If your check is returned unpaid, you authorize your credit/debit card to be charged for both check amount and returned check fees. Returned check fee is \$30. Credit/Debit card chargeback fee is \$30. **It is your responsibility to notify us of any changes in credit/debit information, change of address and/or phone number and return of instrument.**

- **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.

