

Weisshaar Musical Instruments, Inc.

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INSTRUMENT RENTAL POLICY

Effective August 2014

MONTHLY CHARGES Monthly rental charges are stated on the Rental Contract for the Instrument Outfit.

TERMS OF THE RENTAL CONTRACT The rental instrument "Outfit" consists of: one stringed-instrument (violin, viola or cello); one bow; and one case (hard case for violin/viola, soft case for cello). The Rental Contract and Policy shall together be known as the "Contract", and consists of one or more consecutive 3-month rental periods. The "Renter" is the person responsible for paying this Rental Account. Both the Rental Contract and Rental Policy must be completed, signed, and dated by the Renter. Contracts commence on the first day the Outfit has been received by the Renter. Payment for the initial period of the Contract may be made by cash, check, or valid credit card. Debit cards are not accepted. Payments are due on the first day of each rental period. A one-time \$18.00 service fee for violin or viola, or a one-time \$28.00 service fee for cello, will be due upon commencement of each Contract. The service fee will also be due when changing to a different instrument or "Instrument Upgrade" (size increase) during the Contract. Returned checks are subject to a \$20.00 charge. Hans Weisshaar reserves the right to end this Contract for any reason at any time and recover its property. Renter may end Rental Contract only when Outfit is returned as detailed below and Rental Account balance paid in full. While Renter is in possession of Outfit, Contract is active and billable until ended. Renter shall provide two references, including student's music teacher(s).

Renter is responsible for on-time payments for the life of the Contract. After the initial Contract payment, all future payments must be made by automatic payment using an approved valid credit card (MasterCard, Visa, or American Express). Renter will provide Hans Weisshaar with: a valid Driver's License; and two (2) approved, valid credit cards in his/her own name. Debit cards are not accepted. Renter agrees to notify Hans Weisshaar of changes to Rental Contract details including: Renter's address and telephone numbers, email address, credit card number, expiration date, billing address. Renter agrees to have one credit card automatically charged at the beginning of every 3-month rental period. A Late Fee of \$15.00 will be assessed if a payment is late or if credit card charges are not approved and received on due date. If a rental payment is late for more than 30 days, an interest charge of 8.5% will be added to the outstanding balance, calculated from the due date, and payable with the next payment. Postage fees for Certified Mail seeking payment of past-due balances may be included in the balance. If a rental payment is past-due for more than 60 days and the Outfit has not been returned, an invoice for the purchase of the Outfit will be issued to Renter and full payment will be due. The amount will be charged to the Renter's valid credit card. Hans Weisshaar reserves the right to turn a Rental Account over to a collection agency in order to receive payment of outstanding balances and Renter agrees to pay any collection agency fees applicable to this account.

INSTRUMENT INSURANCE Hans Weisshaar *does not* provide insurance for the rental items and *strongly recommends* that Renter insure the Outfit. Upon request, Hans Weisshaar can provide a list of independent musical instrument insurance companies which offer comprehensive, cost-effective plans.

RENTAL CONTRACT DURATION Rental charges will be automatically charged to Rental Accounts at the beginning of every consecutive 3-month rental period. Renter agrees to provide a valid credit card to be charged automatically. No renewal statements or reminders will be sent by Hans Weisshaar. The Rental Contract will end when Renter has 1) settled all outstanding account balances in full AND 2) has returned the Outfit to Hans Weisshaar in its original condition. Renter agrees to pay for any necessary repairs to Outfit OR to pay replacement costs due to damage beyond normal wear and tear. If Outfit is not returned during business hours on or before the last day of the rental period, the Rental Contract will be automatically renewed for another 3-month period. If the last day of the rental period falls on a day when the business is closed, Outfit may be returned on the next business day. No refunds will be made for the first rental period. Hans Weisshaar reserves the right to end any Contract for any reason at any time, and the right to recover its property.

RETURN OF RENTAL OUTFIT The Renter is responsible for the return of the Outfit to Hans Weisshaar at 627 N. Larchmont Blvd., Los Angeles, CA 90004. Hans Weisshaar does not provide pick-up and delivery of rental Outfits. All personal property such as photos, stickers, decals, tags, decorations, etc. on cases and instruments must be removed before Outfit is returned. Outfits will be received either in-person during regular shop hours or by professional courier service, United Parcel Service, etc. Costs of shipping, packing, and shipping insurance are the responsibility of the Renter. Renter is responsible for damage to or loss of Outfit while it is in transit to Hans Weisshaar. Renter agrees to pay all outstanding Rental Account balances. Renter agrees to pay for Outfit repairs, due to damage beyond normal wear and tear, or to pay replacement costs due to loss or theft. The Contract is considered ended when the Outfit is in the possession of Hans Weisshaar and all outstanding balances are paid in full. Renter shall not return or relinquish possession of Outfit to any other third party. If the Outfit is not returned to Hans Weisshaar at end of Contract, Renter agrees to pay full retail value of Outfit to Hans Weisshaar.

WARRANTY Our warranty covers string breakage within the first week of the entire Contract, and covers all *original* defects in workmanship or material (as determined by Hans Weisshaar) for the duration of the Contract.

MAINTENANCE, DAMAGE, NORMAL WEAR AND TEAR Renter is responsible for good care and regular maintenance of instrument, bow, and case during the Rental Contract. All maintenance on any part of Outfit shall be performed only by Hans Weisshaar. Under <u>no</u> circumstances shall Renter clean or polish the stringed instrument or bow with any liquid or solvent, or have cleaning, polishing, and repairs done by another party. The cost of maintenance is not included in the rental price of this Outfit. We recommend a regular maintenance check-up every 6 months. Typical maintenance includes, but is not limited to: re-hairing of the bow, cleaning, tuning, changing strings, bridge adjustment, lubricating pegs, etc.

Upon commencement of Contract, the Condition of the instrument, bow, and case will be adjusted to the highest possible standard. Renter agrees to return the Outfit in the original condition at the end of the Rental Contract. If damage to the instrument or bow exceeds normal wear and tear, Hans Weisshaar reserves the right to charge for necessary repairs during the course of the Rental Contract or at the end of the Rental Contract. Examples of damage beyond normal wear and tear include: warped or broken bridge, broken pegs, retouch and restoration of excessive wear, dents, chips, nicks or scratches to the varnish, cleaning of excessive rosin and dirt, replacing broken or worn strings, thinned-out bow hair, and other, more extensive restoration. NOTE: The full replacement value of the instrument/bow/case will be charged to the Renter in case of theft, accidental or intentional damage or loss, or when repair costs exceed the replacement value of Outfit items. Repairs are to be carried out *only* by the Hans Weisshaar Workshop and no other individuals or shops.

RENT-TO-OWN Rent-to-Own is a purchase plan offered to the Renter whose account remains in good standing during the life of the Contract. All outstanding balances must be paid in full before a Rent-to-Own credit can be applied to purchase of a string instrument. The Rental Contract must be continuous and unbroken and accumulated rent cannot be combined with separate rental Contracts or transferred to another Renter. Rent-to-Own applies only to the string instrument; bow and case must be purchased separately. The amount of rental credit cannot exceed the retail-less-\$100.00-price of the string instrument being purchased. If, *during* the first 3-month rental period, Renter decides to purchase instrument (not including bow or case), or any other equal-or-greater-value-instrument, up to 100% of the first 3-months' paid rent (less applicable CA Sales Tax) can be applied to purchase instrument (not including bow or case), or any other equal-or-greater-value-instrument, 50% of paid rent (less applicable CA Sales Tax) can be applied to the purchase. Hans Weisshaar reserves the right to decline the Rent-to-Own offer at any time, for any reason.

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RENTAL CONTRACT REQUIREMENTS	I have read and I agree to the above terms and requirements of the Hans Weisshaa
1. Complete, sign, and date Hans Weisshaar Rental Contract	Instrument Rental Contract and Policy. I agree that my valid credit card will be charge
2. Sign and initial Hans Weisshaar Instrument Rental Policy	automatically at the beginning of each 3-month Rental Period. I agree to maintain and car
3. Renter's home address, telephone numbers, email address	for my Instrument Rental Outfit. I agree to inform Hans Weisshaar of any changes to m
4. Renter's current, valid Driver's License	Rental Account details. I agree to pay for loss or damage to the Outfit.
☐ 5. Two valid credit cards (Visa, MasterCard, or AmEx) No debit cards.	
☐ 6. Provide Reference 1: Music teacher's name (Instrument) with tel. no.	. Renter Signature
7. Provide Reference 2: name with telephone number	
8. Name of private music teacher and school student attends	Print Name Date