



Please Print

Young Musicians, Inc.
P.O. Box 2407 • Keller, Texas 76244
5901 Park Vista Circle #111 • Keller, Texas 76244
Phone (817) 741-3838 • Fax (817) 741-3839

PRINT Last Name

Renter & Student Information

The name and information hereon is of the primary credit card holder and legally responsible party.

Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Cell phone: () _____
Home phone: () _____
Drivers license: (State) _____ (DL Number) _____
Email: _____

You agree that this is an email address you routinely check and will always keep current. If your email address changes you agree to immediately notify us of that change.

Spouse name: _____
Your employer or employer of spouse: _____
Work phone: (include extension): () _____

You agree that we may contact you or your spouse at work concerning this rental agreement if necessary.

Student Information

Student's name: _____
Teacher's name: _____
Check one: private lessons /or/ School (school name): _____
Teacher's phone: () _____

Instrument Information (For Office Use)

Instrument ID # _____
Instrument Description: _____ (New, Used)

Retail Replacement Price (of the instrument outfit you are renting): \$ _____

Quarterly Payment Cycle

Rental Fee Per Month.....\$ _____ x 3 months = \$ _____

Rental Sales Tax Per Month.....\$ _____ x 3 months = \$ _____

Late payment assessment fee \$ _____ per month.
Payments are late on the 5th day after the quarterly billing cycle due date.

Quarterly Rental Payment
\$ _____

Quarterly Rental Billing Cycle	
Payment Due Date	
Jan - Mar	Jan 1st Current Year
Apr - Jun	Apr 1st Current Year
Jul - Sep.....	Jul 1st Current Year
Oct - Dec	Oct 1st Current Year

Credit Card Information

Credit Card Number: _____
Expiration Date: (Month / Year) _____ Security Code: _____
Card Type: Visa MasterCard Discover AMEX

Initial:

I authorize Young Musicians, Inc. to retain this credit card information on file. I also agree to keep an active, current and billable credit card on file at all times while renting an instrument from Young Musicians, Inc. In the event this card is replaced or updated I will notify Young Musicians, Inc. immediately of that change. I also authorize Young Musicians, Inc. to charge rental fees due and late fees (including taxes) and / or any other amounts owing under this contract to this credit card.

Initial:

Cleaning & Preparation Fee

I acknowledge there is a \$25 cleaning & instrument preparation fee when I begin renting. I further acknowledge that I may also be charged a cleaning & preparation fee each time I size-up or exchange an instrument.

X _____
Renter Signature

The information I have provided is correct and I have read this contract and agree to its terms.

Agent
Authorized agent of Young Musicians, Inc.

Date: _____

Date: _____

Rental Contract Terms Young Musicians, Inc.

Contract Ver D-2019 Aug

P.O. Box 2407 • Keller, TX 76244 * 5901 Park Vista Circle # 111 • Keller, TX 76244

Rental Terms & Payment Schedule - The renter hereby agrees to rent the instrument and associated parts as described herein for a minimum period of one full quarter. Rental payments will be paid in advance quarterly. **Quarterly payment invoices are considered late if funds are not received 5 days after the beginning of each quarter.** The four quarterly payment periods are: **1st Quarter** – January through March; **2nd Quarter** – April through June; **3rd Quarter** – July through September; **4th Quarter** – October through December. Renter shall make the quarterly payments when due, even if they have not received an invoice.

Automatic Contract Renewal - At the end of each rental period, this contract will automatically renew for the term of three months (one quarter of the year) until the end of the quarter. Renter has the right to renew only if all payments due under this contract have been paid in full and renter is not otherwise in default of any term or condition of this contract. Renter will be responsible for all quarterly payments for so long as renter is in possession of the instrument.

Owner of the Rental Instrument - The rental instrument remains the property of Young Musicians, Inc., unless purchased from Young Musicians, Inc. The renter may not sell, transfer, pawn, loan, or otherwise transfer control or possession of the instrument.

Security Credit Card Deposit - The renter gives Young Musicians, Inc. authorization to charge Renter's bank credit card for all late rental fees; late payment fees; shipping fees; as well as the cost of all repairs (including instrument replacement cost) which accrue due to neglect, or abuse, damage or loss of the instrument. Renter will provide a valid bank credit card number for Young Musicians to keep on file for the entire rental period. If for any reason the credit card becomes invalid at any time during the rental agreement then: (a) A new valid bank credit card number must immediately be provided; or (b) The instrument must immediately be returned to Young Musicians, Inc. and all fees due be paid in cash; or (c) The instrument must be immediately paid for in full. The credit cards accepted are: Visa, MasterCard, Discover or American Express. Renter consents to Young Musicians, Inc. maintaining renter's credit card number and identifying information on file for these purposes.

Exchange for Next Size Instrument - The renter may exchange the instrument being rented for the "next size up" instrument at any time during the course of renting so long as all rental and late fees have been paid in full and renter is not otherwise in default of any provision of this agreement. A new rental contract must be completed and signed for each instrument rented. If the renter is current on rental payments, fees paid for any month which has not begun will be applied to the new "next size up" instrument to be rented. Young Musicians, Inc. is not obligated to have another instrument available in any particular size. Most rental sizes will become available within a reasonable period of time, so Renter is encouraged to provide sufficient advance notice for requesting a new size. The "next size up" instrument may or may not necessarily be rented at the same rental fee of the current instrument. Rental rates can vary due to the condition and quality of the instrument as determined by Young Musicians, Inc.

Purchase Option - The renter may apply up to six months of complete rental payments towards the purchase of a NEW INSTRUMENT. That new instrument must be a **Violin that sells for \$350 or more; a Viola that sells for \$500 or more, or a Cello that sells for \$900 or more and is in current instrument inventory.** For rental credit to be applied to the purchase of a new instrument, the rental account must be in good standing as determined by Young Musicians, Inc. Rental credit towards purchase is available only while currently renting. The instrument will remain the sole property of Young Musicians, Inc. until such time as the renter has purchased a new instrument.

The Correct Size Instrument - Young Musicians, Inc. is not responsible for determining the appropriate size instrument for renter. It is recommended that a teacher's or instructor's measure the student and suggest the proper size instrument for rental. Renter will, however, pay all expenses if the instrument must be returned and exchanged due to the selection of the wrong size instrument, even if the selection is based on a recommendation from the renter's teacher or instructor.

Initial:

Repairs To The Instrument - I understand that all repairs and adjustments must be made by Young Musicians, Inc. or an assigned agent by written permission of Young Musicians, Inc. Repairs for ordinary wear and tear will be made at no cost to the renter, so long as rental payments are current. The renter agrees to return the instrument, bow and case in the same condition that it was received at the start of the rental. The renter is solely responsible for the full retail purchase price indicated herein of the instrument, if it is lost, stolen or abused. I also acknowledge that neither I nor any other person will attempt to make a repair on the instrument, bow or case.

Initial:

Abuse - Abuse to the instrument includes but is not limited to: Application of stickers or tape that cannot be removed without damage to the instrument surface, case or bow; Exposure to excessive weather causing cracks or varnish damage or open seams; Writing on or inscribing on the instrument, bow or case; Neglecting to loosen the bow hair when not in use thereby stretching the hair resulting in mandatory re-hair; Attempting to repair the instrument myself.

Instrument Damage - Renter is responsible for the following additional payment amounts in the event of damages to the instrument, case or bow. If the repair is greater than the amount shown on the chart below, the renter will pay the amount indicated and Young Musicians, Inc. will cover the balance. This chart does not cover lost or stolen instruments or instruments abused as defined in this agreement.

Damage Payment Chart (per occurrence)

Initial:

Basic damage payment on a violin or viola \$30
Basic damage payment on a cello or bass \$50

Damage payment for a broken neck or broken scroll on a violin or viola \$95
Damage payment for a broken neck or broken scroll on a cello \$150
Damage payment for a broken neck or broken scroll on a bass \$250

Use of Instrument - The renter is entitled to use, possess and control the instrument and its associated parts during the contract term, so long as the renter is not in default of any provision of this contract. The renter has control, supervision and responsibility over any other users of the instrument and its associated parts.

Initial:

Strings - Broken or worn strings will be replaced at the expense of the renter. The renter assumes the responsibility to replace any strings as they break or become unsatisfactory for performance. The instrument will be rented with strings installed in satisfactory condition. The instrument will be returned with strings that are in at least as good condition as the ones that were received with the instrument.

Cleaning Fee - Renter agrees to pay a **\$25.00 cleaning and preparation fee** at the time that the instrument is rented and any time that the instrument is exchanged for a different instrument.

Shipping the Instrument - The renter will pay all charges for shipping and handling of the instrument to or from Young Musicians, Inc., for any reason, including repair of the instrument, return in order to upgrade, up-size, or otherwise exchange the instrument, and return in order to terminate the agreement. Instrument must be returned either in person or by common carrier (such as UPS, FedEx or US Postal Service). The instrument should be insured during shipping for its retail purchase price, as the renter is liable for its safe return.

Credit Report & References - The renter authorizes Young Musicians, Inc. to obtain consumer credit reports as well as other information regarding the renter.

Termination of Contract by Renter - Renter may terminate this contract by returning the rental instrument and all accessories to Young Musicians, Inc. All outstanding rental fees, late fees, shipping costs, repair fees and other costs and fees set out in this agreement, which have not already become due, will become due upon return of the instrument. Neither return of the instrument, nor termination of the contract, relieves Renter of the obligation to pay any rental payments, late charges, shipping costs, repair fees, or other costs and fees which are due pursuant to the terms of this agreement. If the instrument is returned in such condition that it is not rentable, rental fees will continue to accrue until the instrument is repaired and suitable for rental. Additional rental charges will no longer accrue beginning the first day of the first month after which the instrument has been returned and repaired so as to be suitable for rental. Renter will be responsible for all unpaid rent to that date. Rent will continue to accrue so long as renter is in possession of the instrument.

Termination of Contract by Young Musicians, Inc. - If the renter fails to make rental payments as scheduled or otherwise violates any provision of this contract, Young Musicians, Inc., by verbal, written email or text notice, may terminate the contract and require renter to immediately return the instrument, accessories, and all associated materials to Young Musicians, Inc. Renter authorizes Young Musicians, Inc. to contact Renter at home, or at Renter's place of business, in connection with this rental contract or termination, of contract. If the contract is terminated, Renter authorizes Young Musicians, Inc. to peacefully take possession of the instrument at any location at which it may be located. Termination of the contract by Young Musicians, Inc. does not relieve Renter of the obligation to pay any fee, cost, or other obligation to Young Musicians, Inc.

Refunds After Termination - If the renter is current with all rental fees and has prepaid for the coming quarter, after the renter has returned the instrument outfit, the renter may request a refund for complete months that rentals fees have been paid in advance. Refunds for a partial month are not granted. Approved refunds can be expected within 30 days of approved returns.

Governing Law - This contract has been executed and delivered in Keller, Tarrant County, Texas, and will be interpreted under, and construed in accordance with, the law of the state of Texas. It is agreed that Texas law shall control the validity of, and of the obligations created by this contract. If any legal action is taken to enforce any provision of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Renter agrees to waive a jury trial in any legal action taken to enforce any provision of this agreement or otherwise relating to the execution of this agreement. It is agreed that in the event of any breach of this agreement, including any breach of any warranty, express or implied, or any liability arising from the rental of an instrument to renter, the liability of Young Musicians, Inc. shall be limited to repairing or replacing the nonconforming goods. Regardless of the cause of action alleged, Young Musicians, Inc. shall not be liable for any other damages, either direct or consequential. Headers in this agreement are for convenience only and are not taken to be part of the agreement.

Initial:

Email & Text Information - Renter agrees to provide Young Musicians, Inc., with their current and valid email address. Renter also acknowledges that the email and phone information provided is regularly checked by the renter. If the renter changes their email address or phone number they agree to provide Young Musicians, Inc., of that change within three days. Renter also agrees to receive (and remain subscribed) to email messages service sent by or through Young Musicians, Inc. Renter agrees to NOT unsubscribe from any email or email service that Young Musicians, Inc. may use.

Warranties - THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY YOUNG MUSICIANS, INC., TO THE RENTER, EXCEPT AS CONTAINED HEREIN. YOUNG MUSICIANS, INC., SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO RENTER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE INSTRUMENT, OR BY THE REPAIR OR MAINTENANCE OF THE INSTRUMENT, OR BY THE FAILURE OF THE INSTRUMENT, OR INTERRUPTION OF SERVICE OR USE OF THE INSTRUMENT RENTED UNDER THIS AGREEMENT, OR THE FAILURE TO RECEIVE ANY REPAIRED INSTRUMENT, REPLACEMENT INSTRUMENT, OR ANY INSTRUMENT BEING EXCHANGED FOR A PREVIOUS INSTRUMENT BY ANY PARTICULAR DATE OR TIME PERIOD.

X

Renter Signature

I have read this contract and agree to its terms.

Date: _____



www.rentfromym.com

www.young-musicians.com