

**Rental Division**  
**7380 Industrial Road**  
**Florence, KY 41042**  
**PHONE: 859.283.2050**  
**TOLL FREE: 888.594.5547**  
**E-MAIL: rental@willismusic.com**



Trusted Since 1899

# RENTAL AGREEMENT

- |   |  |
|---|--|
| <input type="checkbox"/> 7567 Mall Road<br>Florence, KY                     | <input type="checkbox"/> 130 W. Tiverton Way<br>Lexington, KY                          |
| <input type="checkbox"/> Eastgate Mall<br>Cincinnati, OH                    | <input type="checkbox"/> Louisville, KY  |
| <input type="checkbox"/> Moeller Music<br>7850 Cox Road<br>West Chester, OH | <input type="checkbox"/> Western Hills Music<br>4310 Harrison Avenue<br>Cincinnati, OH |
| <input type="checkbox"/> 8118 Montgomery Road<br>Cincinnati, OH             |  |

 Customer #        

 Contract #        

 Sales Associate   
**Parents: Please complete the shaded portions.**

Student's Name \_\_\_\_\_ (First &amp; Last Name) School \_\_\_\_\_ (Please Indicate: Elem., Middle, or High)

Instrument Requested \_\_\_\_\_

Parent \_\_\_\_\_ (Or Guardian) Spouse \_\_\_\_\_ (Must be same as "Customer Signature")

Address \_\_\_\_\_ (If P.O. Box #, Street Name &amp; # are also Required) Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Cell Phone # \_\_\_\_\_ (Area Code)

Parent's Employer \_\_\_\_\_ (Or Guardian) (Business Name and Address) Work Phone # \_\_\_\_\_ (Area Code)

Spouse's Employer \_\_\_\_\_ (Or Guardian) (Business Name and Address) Work Phone # \_\_\_\_\_ (Area Code)

Driver License # \_\_\_\_\_ (Of Customer Signing) State \_\_\_\_\_ Home Phone # \_\_\_\_\_ (Area Code)

Nearest Relative's Name \_\_\_\_\_ Cell/Home Phone # \_\_\_\_\_ (Of Nearest Relative) (Area Code)

Parent E-mail Address: \_\_\_\_\_

**Payment Options:**

WM/MM may charge any fees associated with this contract to the following credit/debit card or bank account as indicated below:

 Credit Card (Visa, MC, Discover, American Express)

 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Name On Credit Card AND Signature ON Contract Must Be The Same) Expiration Date C V V
 Debit Card (Visa, MC, Discover)

 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Name On Credit Card AND Signature ON Contract Must Be The Same) Expiration Date C V V
 Automatic Checking Withdrawal (Attach VOIDED Check To Contract)

(Name On Check AND Signature ON Contract Must Be The Same)

Model # \_\_\_\_\_

Serial # \_\_\_\_\_

Price \$ \_\_\_\_\_

 Used Condition

 New Condition

Monthly Rental Fee \$ \_\_\_\_\_

Tax \$ \_\_\_\_\_

Maintenance &amp; Repair (M&amp;R) \$ \_\_\_\_\_

Instrument Replacement plan (IRP) \$ \_\_\_\_\_

**TOTAL** This Total is due on this day each month customer rents. \$ \_\_\_\_\_

**Rental Exchange:**

Instrument Returned: Serial # \_\_\_\_\_ Model # \_\_\_\_\_

Instrument Taken: Serial # \_\_\_\_\_ Model # \_\_\_\_\_

 Used Condition  New Condition Price \$ \_\_\_\_\_

Reason For Exchange: \_\_\_\_\_

*\* I decline the offer of the IRP coverage: \_\_\_\_\_ (Initial)*
**Please Include The Following Accessories With My Rental Instrument:**
 Method Book \$ \_\_\_\_\_

 Music Stand \$ \_\_\_\_\_

 Cleaning Kit \$ \_\_\_\_\_

 Reeds \$ \_\_\_\_\_

There is never an obligation to purchase an instrument. TOTAL amount is due the same day on each and every month the customer rents the instrument described in this contract. Contract date determines customer's rental due date. A \$5.00 late charge will be added to every delinquent payment. Contract may be terminated by customer at any time by returning the instrument to the Willis Music Company. Rental fees will be charged to date of return. Customer agrees that Willis Music may pursue all avenues of collection and authorizes Willis Music to prepare and submit a charge using any of the payment information listed above to recover all charges and all other unpaid amounts due to (a) customer's failure to pay on or before customer's due date, (b) customer's failure to timely return all items rented through this contract, (c) damages to returned items (not to exceed the retail price of the item), and (d) other unpaid charges and reasonable legal fees resulting from failure to return rented items. (Rental Payments are non-refundable.)

Customer Signature X \_\_\_\_\_ Date \_\_\_\_\_

**Notice to Customer: (A) Do not sign this agreement before you read the reverse side. (B) Do not sign this agreement if it contains any blank spaces. (C) You are entitled to an exact copy of any agreement you sign.**

1. There is never an obligation to purchase an instrument. TOTAL is due the same day on each and every month the customer rents the instrument described in this contract, ninety day minimum. A \$5.00 late charge will be added to every delinquent payment. Contract may be terminated by customer at any time by returning the instrument to The Willis Music Company or Moeller Music (WM or MM). Rental payments will be charged up to the date of return. At the time of return, the current month's prepaid rental payment will not be prorated or refunded. Customer agrees that if rental account becomes 30 days past due, any due rental fees and late charges incurred will be charged to customer using any payment information listed on the front of this contract by WM or MM. Customer agrees that any change in payment information on the front of this contract can be received and used by WM or MM when received verbally or in writing from the customer or their financial institution. Customer agrees that if rental account becomes 90 days past due, the full purchase price of the rental instrument plus any due rental fees and late charges incurred will be the responsibility of the customer and WM or MM has the right to charge to customer using any payment information listed on the front of this contract. A \$25.00 fee will be charged for any returned check or payment processed through auto pay (ACH). Acceptance of this contract is subject to credit verification and final approval by the WM or MM credit department located at 7380 Industrial Road, Florence, Kentucky 41042, (859) 283-2050.

2. PURCHASE OPTION: Rental customer has the option to purchase the rented instrument, a new student instrument or a step up instrument at any time by paying the manufacturer's retail price less all rental fees paid (24 months maximum). No other payment or charges paid apply toward purchase. The type of instrument purchased must be the same as the one rented, (eg..rent a flute, buy a flute). All qualified customers may place the balance on a ninety day same-as-cash or a payment plan. Customer will never acquire ownership unless customer exercises purchase option. Upon exercise of rental customer's purchase option WM or MM will transfer title of the instrument and the manufacturer's warranty to the rental customer free and clear of any encumbrances. Should customer decide to purchase now and not enter into a rental agreement, the CASH PRICE of the instrument is 30% less than full retail (not sale price), plus tax.

3. MAINTENANCE & REPAIR (M&R) PLAN: WM or MM guarantees the playability of each rental instrument throughout the rental period. It is the responsibility of the rental customer to inform WM or MM of the need for repairs or maintenance. Reasonable care of the instrument is required while in customer's possession. WM or MM will repair the instrument if damaged or if it fails to function in any way. If the repair can not be completed within 10 days of receipt of the instrument, WM or MM will furnish a replacement instrument at no cost to the customer. Abuse, neglect, or vandalism is not covered by this plan and subsequent repairs may be charged to the customer at WM or MM's discretion. Disposable accessories (i.e., reeds, oil, grease, strings, rosin, drum heads, swabs, etc.) are supplied at the time of rental, but replacements are the responsibility of the customer. Non-disposable parts and accessories (i.e., case straps, bows, mouthpieces, neck straps, flute rods, finger rings, valve, slide protectors, etc.) must be returned with the instrument upon termination of the contract. Missing non-disposable parts and accessories are the responsibility of the rental customer and will be charged to the customer upon instrument return. No one, including the customer, may repair or alter the instrument other than WM or MM. Do not attempt any repairs on your own as it will void the plan.

4. INSTRUMENT REPLACEMENT PLAN (IRP): Provides replacement of the instrument with one of like value in case of loss or theft. If the instrument is lost or stolen, rental customer is responsible to file a police report within 48 hours and supply WM or MM with a copy of that report. WM or MM will supply a replacement instrument for the remainder of the rental period. Customer is responsible to ensure that any reimbursement amount from customer's existing household insurance policy is made payable to WM or MM.

5. M&R and IRP Plans are effective only when all rental payments are paid and rental account is current. M&R and IRP Plans are not effective upon exercise of rental customer's purchase option.

6. LATE RETURNS: The instrument may be kept only at rental customer's stated address or school. Upon termination of the contract, the customer is responsible to return the instrument to the WM or MM in substantially the same condition as when it was received by the customer. If the instrument is to be returned to school, a "Return Authorization" must be obtained from the WM or MM by calling 1-888-594-5547. Customer is responsible for all rental payments and the security of the instrument until the instrument is in the possession of WM or MM. Customer agrees to pay WM or MM for any cost incurred in the return of the instrument. WM or MM has the option at any time to terminate this contract if rental customer is in default of payment. In such an event, rental customer agrees to promptly return the instrument to WM or MM. Any default of this contract allows the WM or MM to take possession of the instrument wherever found, with or without customer's knowledge.

7. RIGHT OF REINSTATEMENT: A customer who fails to make timely rental payments has the right to reinstate the original rental contract without losing any rights or options previously acquired under the contract. Reinstatement can occur any time within the three month period of the customer's last timely payment as long as customer surrendered the instrument to WM or MM when WM or MM or its agent requested them to surrender the instrument. Prior to reinstatement, customer is required to pay all unpaid rental payments, late charges, pickup and delivery fees, maintenance fees, and instrument replacement fees.

8. EXCHANGES: If the customer requests an instrument exchange, it may be necessary to adjust the rental fee depending on the instrument exchanged.

9. THIS RENTAL AGREEMENT IS REGULATED BY STATE LAW AND MAY BE ENFORCED BY THE ATTORNEY GENERAL OR BY PRIVATE LEGAL ACTION.

10. This contract and/or instrument is not assignable by rental customer, nor may the instrument be rented to others.

11. Rental customer acknowledges that customer's interest in the rental instrument is subordinate to any present or future encumbrances recorded or unrecorded, if any, in favor of WM or MM.

12. WILLIS MUSIC COMPANY OR MOELLER MUSIC IS NOT RESPONSIBLE FOR ANY AGREEMENT OR PROMISE OTHER THAN WHAT IS PREPRINTED ON THIS CONTRACT.

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Florence, KY
- 130 W. Tiverton Way  
Lexington, KY
- Eastgate Mall  
Cincinnati, OH
- Louisville, KY
- Moeller Music  
7850 Cox Road  
West Chester, OH
- Western Hills Music  
4310 Harrison Avenue  
Cincinnati, OH
- 8118 Montgomery Road  
Cincinnati, OH

Customer # Contract # Sales Associate **Parents: Please complete the shaded portions.**

Student's Name \_\_\_\_\_ (First &amp; Last Name) School \_\_\_\_\_ (Please Indicate: Elem., Middle, or High)

Instrument Requested \_\_\_\_\_

Parent \_\_\_\_\_ (Or Guardian) Spouse \_\_\_\_\_ (Must be same as "Customer Signature")

Address \_\_\_\_\_ (If P.O. Box #, Street Name &amp; # are also Required) Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Cell Phone # \_\_\_\_\_ (Area Code)

Parent's Employer \_\_\_\_\_ (Or Guardian) (Business Name and Address) Work Phone # \_\_\_\_\_ (Area Code)

Spouse's Employer \_\_\_\_\_ (Or Guardian) (Business Name and Address) Work Phone # \_\_\_\_\_ (Area Code)

Driver License # \_\_\_\_\_ (Of Customer Signing) State \_\_\_\_\_ Home Phone # \_\_\_\_\_ (Area Code)

Nearest Relative's Name \_\_\_\_\_ Cell/Home Phone # \_\_\_\_\_ (Of Nearest Relative) (Area Code)

Parent E-mail Address: \_\_\_\_\_

**Payment Options:**

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 Credit Card (Visa, MC, Discover, American Express) Debit Card (Visa, MC, Discover) Automatic Checking Withdrawal (Attach VOIDED Check To Contract)  
(Name On Check AND Signature ON Contract Must Be The Same)

Model # \_\_\_\_\_

Serial # \_\_\_\_\_

Price \$ \_\_\_\_\_

 Used  
Condition New  
Condition

Monthly Rental Fee \$ \_\_\_\_\_

Tax \$ \_\_\_\_\_

Maintenance &amp; Repair (M&amp;R) \$ \_\_\_\_\_

Instrument Replacement plan (IRP) \$ \_\_\_\_\_

**TOTAL** This Total is due on this day each month customer rents. \$ \_\_\_\_\_**Rental Exchange:**

Instrument Returned: Serial # \_\_\_\_\_ Model # \_\_\_\_\_

Instrument Taken: Serial # \_\_\_\_\_ Model # \_\_\_\_\_

 Used Condition  New Condition Price \$ \_\_\_\_\_

Reason For Exchange: \_\_\_\_\_

**\* I decline the offer of the IRP coverage: \_\_\_\_\_ (Initial)****Please Include The Following Accessories With My Rental Instrument:** Method Book \$ \_\_\_\_\_ Music Stand \$ \_\_\_\_\_ Cleaning Kit \$ \_\_\_\_\_ Reeds \$ \_\_\_\_\_

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