Rental Division 7380 Industrial Road Florence, KY 41042 Phone: 859.283.2050

Email: rental@willismusic.com

888.594.5547



Rent-to-Own Agreement

L	Florence, KY	Cincinnati, OH
	130 W Tiverton Way Lexington, KY	4450 Eastgate South Dr Cincinnati, OH
	7850 Cox Road West Chester, OH	6891 Simpson Ave. Cincinnati, OH

┙West Chester, OH

Parent or Guardian: Please complete the shaded portions						
Parent (or Guardian)(Must be same as "Customer Sign	(Must be same as "Customer Signature")		se			
Address				Apt#		
(If P.O Box #, street name & # are also required)						
City	_State	Zip	Cell Phon	e #(Area Code)		
Parent (or Guardian) Employer	ness name and address)					
Spouse's Employer	(Business name and address)		Work Phone #			
Driver License #		St	:ate	Date of Birth//		
Nearest Relative's Name		Cell Phone #(Area Code) (Of Nearest Relative)				
Parent E-Mail Address						
Student's Name	nool	indicate Elem, Middle, or	Grade			
(First & Last Name)		(Please	indicate Elem, Middle, or	nign School)		
Method Book \$				Used Brand New		
Music Stand \$		Туре		Condition		
Cleaning Kit \$		Serial #				
Reeds (3 Pack) \$		Total Instrumer	nt Price* \$			
Reeds (Box of 10) \$		Monthly Renta	l Fee	\$		
Reed Guard \$		Maintenance &	Replacement Co	_		
<u></u>		Tax		\$		
Sub Total \$			due on this day each month c	istomor roots		
		TO IT THIS COLUMN C	ac on this day each month	asome rena.		
Total \$	Rental Exchange					
Payment Information: WM may charge any fees associated with this contract to						
the following credit/debit card.	Instrument Returned: Serial #					
Credit Card or Debit Card (Visa, MC, Discover, American Expres	Instrument Taken: Serial #					
/ / /	Price \$					
(Name On Credit Card AND Signature ON Contract Must Be Th	Reason For Exchange:					
/						
Expiration Date CVV						

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 agreement. Agreement date determines the costumer's rental due date. A \$5.00 late charge will be added to every delinquent payment. Agreement may be terminated by customer at any time by returning the instrument to the Willis Music Company. Scheduled rental payments will be charged up to the date of return. The 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 (a) customer's failure to pay on or before customer's failure to timely return all items rented through this agreement, 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.)

Parent's Signature_ Date Spouse's Signature_ Date

Notice to Customers: (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 Rent-to-Own Agreement, ninety day minimum. Customer agrees that it is the customer's responsibility to notify Willis Music/Buddy Roger's Music (WM) of any change of address, phone number and/or school within 5 days of the change. A \$5.00 late charge will be added to every delinquent payment. Rent-to-Own Agreement may be terminated by customer at any time by returning the instrument to WM. 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 Rent-to-Own Agreement by WM. Customer agrees that any change in payment information on the front of this Rent-to-Own Agreement can be received and used by WM 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 has the right to charge to customer using any payment information listed on the front of this Rent-to-Own Agreement. A \$39.00 fee will be charged for any returned check or payment processed through auto pay (ACH). Acceptance of this Rent-to-Own Agreement is subject to credit verification and final approval by the WM credit department located at 7380 Industrial Road, Florence, Kentucky 41042, (859) 283-2050.
- 2. TOTAL COST OF OBTAINING OWNERSHIP: When customer's rental payments (not including late charges, MRC fees, delivery & pickup fees) equal the Total Instrument Price* plus tax, Willis Music will transfer title of the instrument and any existing manufacturer's warranty to the customer free and clear of any encumbrances. Should customer decide to purchase now and not enter into a rent-to-own agreement, the CASH PRICE of the instrument is 25% less than the Total Instrument Price*, plus tax.
- 3. MAINTENANCE & REPLACEMENT COVERAGE (MRC): WM guarantees the playability of each rental instrument throughout the rental period. It is the responsibility of the rental customer to inform WM of the need for repairs or maintenance. Reasonable care of the instrument is required while in customer's possession. WM will repair the instrument if damaged or if it fails to function in any way or WM 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 discretion. Disposable accessories (i.e., reeds, oil, grease, strings, rosin, drumheads, swab, 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, mouthpiece caps and ligatures, neck straps, flute rods, finger rings, percussion stands, cases, mallets and drumsticks, etc.) must be returned with the instrument upon termination of the rent-to-own agreement. 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. Do not attempt any repairs on your own as it will void the coverage.
- 4. MAINTENANCE & REPLACEMENT COVERAGE (MRC): 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 with a copy of that report. WM will supply a replacement instrument for the remainder of the rental period. Customer is not required to purchase insurance for the rented instrument from WM. Customer is responsible to ensure that any reimbursement amount from customer's existing household insurance policy is made payable to WM.
- 5. MAINTENANCE & REPLACEMENT COVERAGE (MRC) is effective only when all rental payments are paid and rental account is current.
- 6. LATE RETURNS: The instrument may be kept only at rental customer's stated address or school. Upon termination of the rent-to-own agreement, the customer is responsible to return the instrument to WM 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 WM 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. Customer agrees to pay WM for any cost incurred in the return of the instrument, including a \$50 pickup fee. WM 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. Any default of this contract allows WM 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 rent-to-own agreement without losing any rights or options previously acquired under the rent-to-own agreement. 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 when WM or its agent requested them to surrender the instrument. Five days prior to reinstatement, customer is required to pay all unpaid rental payments, late charges, pickup and delivery fees, maintenance and replacement coverage.
- 8. EXCHANGES: If the customer requests an instrument exchange, it may be necessary to adjust the rental fee and Total Instrument Price* depending on the instrument exchanged. When exchanging the same instrument as the one rented, (e.g. rent a flute, exchange a flute) all existing rental fees paid will apply toward the exchanged instruments Total Instrument Price*.
- 9. NOTICE: THIS RENT TO OWN AGREEMENT IS REGULATED BY STATE LAW AND MAY BE ENFORCED BY THE ATTORNEY GENERAL OR BY PRIVATE LEGAL ACTION. Laws of state which rent to own instrument is rented is governed by that state.
- 10. This Rent-to-Own Agreement 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.
- 12. WILLIS MUSIC COMPANY IS NOT RESPONSIBLE FOR ANY AGREEMENT OR PROMISE OTHER THAN WHAT IS PREPRINTED ON THIS RENT-TO-OWN AGREE-MENT.