

RENTAL AGREEMENT:

The Wyatt Violin Shop Rental Agreement is subject to the terms on the reverse side of this form. The renter therein agrees to abide by the terms and conditions of the rental agreement as described. The rental may be returned at any time after the minimum rental period of 90 days. The Wyatt Violin Shop guarantees the condition of the Instrument at the time of rental. *Note: "outfits" consist of an instrument, bow and case.* 100% rental equity may be applied up to 50% of the full purchase price of the instrument currently rented or any "like-kind" instrument in the shop (less I&M and taxes).* There is no limit to the amount of equity that can be accrued. Equity cannot be combined from more than one rental instrument toward a purchase. Rental credit must be used immediately upon close of the rental or it will be forfeited. Rental monies accrued cannot be applied to accessories, repairs or other charges. Rental rates & terms are subject to change at any time and we will notify you if there is an alteration to your monthly payment amount or terms. Rental charges may vary with size of the instrument. If shipping applies, customer is responsible for all shipping costs for exchanges, including the initial shipping charge. Insurance, maintenance, and a processing fee are included in the total monthly payment at a rate of \$7 for violin & viola, \$15 for cello, and \$25 for bass. *Limited to the same type instrument as described on reverse side, Part 1 of this contract. (ex: violin-violin, viola-violin, etc.)

INSURANCE & MAINTENANCE (I&M): The Wyatt Violin Shop will maintain the instrument as follows:

1. The Wyatt Violin Shop will cover normal "wear and tear" on items such as nicks, scratches, bow re-hairs (one per year), open seams, and sticking of pegs for no additional charge. If the Instrument or component is damaged beyond normal "wear and tear," the Wyatt Violin Shop will cover 60% of the repair costs. The Wyatt Violin Shop reserves the right to assess repair charges up to the full amount for intentional damage to the Instrument & reserves the right to charge the Renter for repair or replacement of Outfit components returned with excessive "wear and tear", up to but not exceeding the retail value of the Outfit components. The maintenance plan does not cover heat damage occurring while in a motor vehicle, or any damage from neglect. The Wyatt Violin Shop does not cover lost or stolen instruments, outfits, or their components.
2. The damaged Instrument or accessories must be brought to WVS. (You will be charged the full amount if any repair work is done outside this shop; both by the shop that performed the repair as well as by WVS if work does not meet our standards.)
3. In the event that the Instrument, case, or bow is accidentally damaged beyond repair (the cost to repair is more than retail cost of the item), the Renter will be charged a flat fee equal to 40% of the full purchase price of the item. If the item is damaged beyond repair due to neglect, or a second time, the renter is responsible for the full replacement cost.
4. The Renter is responsible for the replacement cost of broken strings. WVS will offer strings at 50% off of the list price and waive the normal installation charge while the customer is renting.
5. The rental account must be paid and up to date to utilize the Insurance & Maintenance plan. When the rental contract expires, the insurance expires.

LATE FEES: IMPORTANT – PLEASE READ: Rent is due on the due date. If payment is not received on the due date a \$5 LATE FEE per week will be assessed. For each week the account remains unpaid, an additional \$5 late fee will be assessed. The Wyatt Violin Shop reserves the right to require the return of the rental instrument outfit at any time the account is past due. This includes reclaiming the Instrument from where the instrument is kept, with or without the renter's knowledge. **The Renter is responsible for notifying us of any change in your address, contact, or payment information.**

THE WYATT VIOLIN SHOP RESERVES THE RIGHT TO USE ANY CREDIT CARD OR BANK ACCOUNT LISTED ON THE REVERSE WITHOUT NOTIFICATION TO COLLECT CHARGES. After 45 days of delinquency the account will be turned over for collection for the full purchase price of the Outfit plus any and all costs of collection, repairs & late fees due. All equity will be lost. Any additional charges over and above the monthly rent will not add to the renter's equity. There will be a \$35.00 charge (or actual bank fees if higher) for any check returned for insufficient funds. The renter has no right to sell, sublease, mortgage, pawn, pledge, encumber, or otherwise dispose of the instrument. Title to the instrument outfit will not pass to the renter until the outfit price is paid in full.

BANKRUPTCY:

In the event of bankruptcy by the renter, the Rental Property remains the sole property of The Wyatt Violin Shop and must be returned immediately. If payments are current, any rental equity may still be used towards the purchase of an outfit as described above with any balance due in full at that time.

THE WYATT VIOLIN SHOP LUTHIER'S PROMISE:

To provide top quality instruments, the best old world craftsmanship, and the finest accessories and repairs to our customers. We will personally stand behind every instrument, accessory and repair. Dedicated to the support of music educators and musicians from beginning student to the professional, our accomplished craftsmen and experts will help to make your musical experience as rich and rewarding as possible.