

Application for Lease of String Instrument

Manning Music • 1907 SW Gage Blvd. • Topeka, KS 66604 • 785-272-1740

LAST NAME		PARENT'S FIRST NAME		MIDDLE	SOCIAL SECURITY #
SPOUSE'S NAME		SOCIAL SECURITY #		SECURITY REFERENCE (CREDIT CARD/EXP. DATE)	
HOME ADDRESS		APT. OR SPACE	CITY/STATE	ZIP CODE	HOW LONG? YRS MOS
HOME PHONE	MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY/STATE	ZIP CODE	HOW LONG? YRS MOS
NEAREST RELATIVE		ADDRESS	CITY/STATE	PHONE	
STUDENT'S NAME		SCHOOL	GRADE	MUSIC TEACHER'S NAME	
EMPLOYER		POSITION		HOW LONG? YRS MOS	
WORK ADDRESS		CITY		PHONE & EXTENSION	
SPOUSE'S EMPLOYER		POSITION		HOW LONG? YRS MOS	
SPOUSE'S WORK ADDRESS		CITY		PHONE & EXTENSION	

A. Equipment lease made _____ of 20____ between MANNING MUSIC of 1907 SW Gage Blvd., Topeka, KS 66604 and above applicant, herein referred to as Lessee.

For the consideration set forth herein, MANNING MUSIC hereby leases to Lessee and Lessee hires from MANNING MUSIC all those items of instrument names and described herein, hereafter referred to as instrument, at such rate of lease and for such periods of time as stated herein subject to the following terms and conditions.

1. Common name of leased instrument: **Violin Viola Cello Bass**
2. Size of instrument (if applicable): **1/16 1/10 1/8 1/4 1/2 3/4**
3. Manufacturer's trade name of leased instrument: _____
4. Serial number of leased instrument: _____
5. Condition of leased instrument: _____
6. Manufacturer's retail price of instrument: _____
7. The term of lease for this instrument is:

<input type="checkbox"/> Fall Semester (Sept. 1-Jan. 1)	<input type="checkbox"/> Spring Semester (Jan. 1 - June 1)
<input type="checkbox"/> Summer (June 1 - Sept. 1)	<input type="checkbox"/> 1 year _____

B. MANNING MUSIC shall have the sole option to renew this lease agreement.

C. The Lessee shall be fully responsible for the instrument described herein and its return to MANNING MUSIC at its principal place of business.

D. All lease fees shall be paid to MANNING MUSIC at its principal place of business or to such other person or organization as MANNING MUSIC shall designate in writing.

E. In the event of damage beyond normal wear and tear, Lessee shall be responsible and agrees that all repairs shall be made at MANNING MUSIC. Said instrument is to be delivered in such event to MANNING MUSIC's principal place of business.

F. In the event of damage beyond repair, Lessee agrees to pay 70% of the current retail price as set forth in paragraph 6 regardless of the condition of the instrument at the time of the lease agreement. MANNING MUSIC shall be the judge in all cases as to the repairability of instruments herein.

G. No other repair shop or person is authorized herein to do any work on said leased instruments.

H. In the event the instrument herein is lost or stolen, Lessee agrees to pay MANNING MUSIC 70% of the current retail price (see paragraph 6) regardless of the condition of the instrument. If the instrument is lost or stolen, Lessee shall file an appropriate affidavit under oath of loss with the proper authorities including MANNING MUSIC.

I. Lessee shall have the option to Purchase from MANNING MUSIC a new comparable instrument except the one leased herein and receive 100% credit toward the manufacturer's retail price, for the most recent year's lease payments, provided the purchase is completed within 15 days of the expiration of this agreement or any renewal. Lease credit applies only to the manufacturer's published retail price. Special sale prices are excluded from this offer.

J. In the event Lessee moves from the address shown herein, MANNING MUSIC shall be notified in writing, and shall have the absolute right to cancel this agreement and make a refund, if any, for the unused portion of the term of the lease agreement.

K. No other requests for refund shall be honored once the instrument is accepted.

L. Lessee herein agrees to pay a LATE CHARGE of \$.50 PER DAY plus all expenses of collection if said instrument is not returned on said due date.

M. No other parties shall be permitted to accept the return of the instrument described herein except MANNING MUSIC or its designated agent.

N. The instrument shall be returned to MANNING MUSIC's principal place of business and the Lessee's responsibility herein shall not cease until said condition precedent is filled.

O. The responsibility of MANNING MUSIC is to provide the instrument and nothing further is indicated or implied herein. This agreement shall not be transferred. There are no warranties expressed or implied, by MANNING MUSIC to Lessee, except as contained herein, and MANNING MUSIC shall not be liable for any loss or damage to Lessee or anyone else, of any kind and however caused, whether by any instrument, or the repair, maintenance, or equipment thereof, or by any failure or interruption of service or use of any instrument leased hereunder. This agreement is one of leasing only and Lessee DOES NOT acquire hereby any right, title, or interest in the instrument hereunder other than the right of possession by Lessee.

P. This lease constitutes the full agreement between MANNING MUSIC and Lessee. Time is of the essence of this agreement. The receipt of the lease instrument in good order and repair is hereby acknowledged by Lessee. In the event of default or failure to return said instrument Lessee hereby expressly agrees to pay all costs of collection including all reasonable attorney's fees and expense in the event the matter is turned over to an attorney for collection.

MANNING MUSIC reserves the right to charge security reference credit cards listed on contract for payment in the event that any account falls past due 45 days or more.

Lessee Signature Date

Driver's License No. and Expiration

Accepted by MANNING MUSIC Date