

Notice to Renter

Instrument Usage – The renter agrees to lease the instrument as provided herein and agrees that the instrument will be used by the student in conjunction with a school music program

Rental Payments – Renter agrees to pay Manning Music in advance for the initial rental period which includes a rental fee, tax and maintenance agreement (optional). Rental fees are non-refundable. All payments for rental beyond the initial rental period are due on the same day each month. A coupon book will be provided on request for payments at time of rental or by mail within 15 days of rental date. Payments will be applied first to late fees and any other charges due and then to instrument lease. Payments are applied to past due payments first then to current payments. Interest on monthly payments is calculated using the rule of 78s accounting.

Late Charge – A late charge of \$5.00 per month is added on any payment that is more than 10 days past its due date.

Default – Should I default on any monthly payment, Manning Music may assume that I do not wish to continue the trial purchase agreement, and may reclaim the instrument whenever found at school or elsewhere, with or without the knowledge of the renter. Should legal action be necessary to recover the instrument, I agree to pay reasonable legal fees. Renter hereby directs any third party having custody or possession of the instrument, including school, to deliver the instrument to Manning Music on demand and agrees to hold Manning Music, the said third parties, school officials, and teachers harmless for such delivery. In the event the instrument is repossessed by Manning Music, renter shall, in addition to cost of collection and instrument damage, pay all amounts due under the contract from the date hereof until recovery of the instrument by Manning Music. There will be an automatic collection fee of \$35 assessed at the time the account is turned over to collection. If you fail to make the monthly payments on the date specified on your contract, you must return the instrument immediately to Manning Music at the address specified on the front of your contract.

Exchanges --

- On pre-rented instruments, Manning Music will apply a maximum of 12 months rental or 50% of rent paid (minus sales tax), whichever is greater, toward the price then in effect of a new like-instrument purchase. In the event of an instrument-type change, a maximum of three (3) months or 50% credit will be given toward the exchanged instrument.
- When switching from clarinet to saxophone, the renter will be given a credit equal to the amount paid toward the clarinet (minus sales tax). Contracts must run concurrently and any trade-ups or exchanges must occur at the time the original instrument is returned. Manning Music does not offer store credits for rent paid on returned instruments.

Returns – As stated in rental agreement: Instruments may be returned any time throughout rental period without further obligation. Payments must be current at time of return. Any equipment that was furnished with the instrument must be returned at time of return. Examples: mouthpieces, swabs, reed guards, cork grease, valve oil, music stands, strings, rosin, etc.

Manufacturer's Warranty – In the event an instrument is covered by a manufacturer's warranty at the time that renter assumes possession of the instrument, Manning Music shall pass the warranty on to the renter. Most used instruments are outside of a manufacturer's warranty.

Maintenance Agreement

Service – All adjustments and repairs will be made to keep the instrument in proper playing condition. Work must be performed by Manning Music technicians.

Repair – In case of accidental damage or regular maintenance, the instrument will be restored to good playing condition. Minor case repairs: latches, hinges, etc., are covered. Parts replaced due to breakage must be replaced with like-brand parts, strings, etc.

Coverage does not include – Replacement of expendable accessories such as reeds, lyres, cleaning equipment, drum heads, drum sticks, strings, removal of minor dents that do not affect playing quality, restoration of finishes, damage done by unskilled persons attempting repairs, any malicious damage or destruction. All repairs, parts and replacement must be handled by Manning Music. No reimbursements will be made for service or parts procured from other sources. Loss by fire or theft is not covered by maintenance agreement. Renter is responsible for loss of instrument and is liable for full payment in this event.