

MONTHLY RENTAL AGREEMENT

This is NOT a Rent-To-Own Contract

HICKEY'S MUSIC CENTER

104 Adams Street; Ithaca NY 14850

Phone: 607.272.8262 Fax: 607.272.2203

rentals@hickeys.com Web: www.hickeys.com

LAST NAME

ACCOUNT NO

1. Please Fill in Completely:

Father/Guardian: _____

Mother/Guardian: _____

Father/Guardian Social Security Nr: _____

Mother/Guardian Social Security Nr: _____

Father/Guardian Driver's License Nr: _____

Mother/Guardian Driver's License Nr: _____

Father/Guardian Employer: _____

Mother/Guardian Employer: _____

Home Street Address: _____

E-Mail: _____

Apartment: _____ P.O. Box: _____ RR/RD Box: _____

Child's Name: _____

City: _____ State: _____ Zip: _____

School District/Building: _____ Grade: _____

Home Phone: (_____) _____

Day/Cell Phone: (_____) _____

2. Choose an Instrument & Price Level

TYPE A
Instruments

- Flute
- Clarinet (Plastic)
- Trumpet
- Cornet
- Trombone (Straight)

- Violin: 4/4, 3/4, 1/2, 1/4, 1/8, 1/10, 1/16
- Viola: 16", 15½", 15", 14", 13", 12", 11"
- Snare Drum Kit (Snare Drum & Stand)
- Junior Percussion Kit (Bells & Practice Pad)

- \$12.99**/month (+\$7 POM) standard instruments
- \$22.00**/month (+\$7 POM) new or like-new

TYPE B
Instruments

- Piccolo
- Flute (Open Hole)
- Flute (Curved Head)
- Trombone (w/F Att.)
- Combo Percussion Kit (snare, bells, stand)

\$19.99/mo (+\$12 POM) standard instruments

\$29.99/mo (+\$12 POM) new or like-new

TYPE D
Instruments

- Bass Clarinet
- Soprano Sax
- Tenor Sax
- French Horn (Single)
- Baritone Horn/Euphonium

\$29.99/mo (+\$7 POM) standard instruments

\$59.99/mo (+\$7 POM) new or like-new

TYPE C
Instruments

- Oboe
- Clarinet (Wood)
- Alto Saxophone
- Cello: 4/4, 3/4, 1/2, 1/4, 1/8

\$24.99/mo (+\$7 POM) standard instruments

\$39.99/mo (+\$7 POM) new or like-new

TYPE E
Instruments

- French Horn (Double)
- Double Bass

\$39.99/mo (+\$12 POM) standards (\$7 POM Dbl Bass)

TYPE F
Instruments

- Bassoon
- Baritone Sax

\$44.99/mo (+\$12 POM) standard instruments

3. Credit/Debit Card Information

Required for rental. Will be automatically charged each month. See reverse for details.

- Credit - Debit

Card Number: _____

Expiration Date: _____ CV2: _____

Name on Card: _____

4. Initial Payment:

POM*

- Yes - No

Rental Fee: _____

POM: _____

Book(s): _____

Music Stand: _____

Care Kit: _____

Other: _____

SubTotal: _____

Sales Tax: _____

TOTAL: _____

SKUs

5. Please Sign and Date the Agreement

I have read and agree to all terms and conditions of this Agreement as stated on the front and back of this form.

X _____
Date _____ (SIGN ON REVERSE ALSO)

STORE USE ONLY

Date: _____ Sales Rep's Initials: _____

Date Rental Ends & Next Payment is Due: _____

Amount of Next Payment**: _____ plus tax.

Delivery: -Pickup -Deliver to _____

Serial Number:

* Optional. See reverse for POM details. **Amount of Next Payment subject to change. Hickey's reserves the right to periodically adjust rental prices.

Monthly Rental Agreement Terms & Conditions
THIS IS NOT A RENT-TO-OWN PLAN

1. This Monthly Rental Agreement (the "agreement") exists between the Customer ("you" or "the Lessee") renting an Instrument ("the instrument") and Hickey's Music Center ("Hickeys"). Title to the instrument shall at all times remain with Hickeys. Hickeys agrees to supply the instrument and nothing further is indicated or implied. The agreement and/or instrument is not transferable. This is **NOT** a Rent-to-Own plan.
2. A valid credit or debit card is required to establish and maintain the agreement. All rentals are enrolled for automatic credit/debit card billing. All rental payments are due at the beginning of each rental period. If you wish to avoid charging your credit/debit card, you may make payment by other means in our store no later than two business days prior to your renewal date. There are no refunds on rentals paid. No bills or reminders will be mailed. You are responsible for on-time rental payments.
3. If you change credit/debit cards, or if your credit/debit card expires or otherwise becomes invalid, you are responsible for notifying Hickeys of the new credit/debit card's information. If your address changes, you are responsible for notifying Hickeys of your new address.
4. You may terminate this Agreement at any time by returning the instrument to Hickeys Music Center, at the address indicated on this form, during regular business hours. Your responsibility for the rental will not cease until it is properly returned as defined. Upon safe return of the instrument, you will be given a return receipt. Please retain this receipt for your records—it is the only acceptable proof of the return. No other party is permitted to accept the return of this instrument without written or printed authorization of Hickeys. If you are unable to return the instrument to the store, you must contact Hickeys for a Return Authorization Form or Return Authorization Number. DO NOT leave the instrument at the school without one or the other. Instruments left at a school improperly and/or without notice to Hickeys will be considered un-returned and will continue to accrue rental, fees and other charges associated therewith. Any past due payments, service charges, late fees or repair bills must be paid at the time of the instrument's return.
5. The instrument you are renting is not for sale. Up to one year's rental payments may be applied toward the purchase of a brand new instrument of the same type, provided your account is in good standing. To qualify, purchases must be made during the rental period or no later than 30 days after the rental period ends. This rental credit is limited to the purchase of in-stock models and may not be used for special orders. This credit cannot be transferred, shared, divided, apportioned or otherwise used except for a single, one-time purchase. Hickeys reserves the right to restrict certain instruments from this program. Rental credit will be applied to the Manufacturer's Suggested Retail Price (MSRP) of the instrument, followed by a 30% discount on the remaining balance [**(MSRP - Rental Credit) x 0.70**]. Arrangements can be made for the balance due on the new instrument to be paid over time. All calculations are exclusive of sales tax which will be applied to the final amount.
6. Title and Right of Possession of the rented instrument shall always remain with the Hickey's Music Center. You may exchange it for another instrument, subject to availability, at any time, as long as your rental payments are current. If you file for bankruptcy, the instrument must be returned or your rental obligation satisfied, as the instrument is the property of Hickey's Music Center.
7. In the event of damage beyond normal wear you will be liable for the cost of any repairs and agree to have all repairs made by Hickeys. In the event of damage beyond repair, or loss or theft of the instrument, you are liable and agree to pay Hickeys seventy (70) percent of the retail value of a new instrument similar in specification to the one rented, regardless of the instrument's age or condition. Hickeys shall be the sole judge in all cases.
8. **Peace of Mind Warranty:** The Peace of Mind (POM) Warranty, if opted and paid on time, voids paragraph 7 above except as follows: Under no circumstances will POM apply to an instrument which has been lost, forgotten, or misplaced; subject to intentional abuse, malicious damage, or destruction; subject to unauthorized repair attempts; and/or shipment or transportation in inadequate packaging, by the Lessee or an agent of the Lessee. Hickeys shall be the sole judge in all cases.
9. **Safety & Repairs:** You are fully responsible for the safety of the instrument. No other person or repair shop may work on this instrument other than Hickeys. Damage caused by unauthorized work will be repaired at your expense by Hickeys and is not included in the POM Warranty.
10. **Late Payments:** Accounts which become past due for any reason, including due to incorrect or outdated credit/debit card information, shall be subject to late fees as follows: Accounts that become seven (7) days past due will be charged a late fee of five dollars (\$5.00). Accounts which become thirty (30) days past due will be charged a late fee of twenty-five dollars (\$25.00). Accounts that become sixty (60) days past due will be submitted for repossession and collection. A charge of fifty dollars (\$50.00) will be assessed for repossession service. If we are unsuccessful in recovering the instrument, you will be assessed an amount equal to 70% of the retail price of a new instrument of the same or similar quality. Your account will be transferred from Hickeys to a Collection Agency for final collection and possible litigation. You will be assessed a Collection Fee equal to thirty percent (30%) of your account balance, which will include past-due rentals, all late and/or service fees and any other amounts unpaid. Your account will be reported to the major Credit Bureaus which may adversely affect your credit rating and/or credit score. You will lose the right to purchase an instrument at a discount as described in paragraph 5 above. All assessments will be in addition to any ongoing rental charges. Repossession terminates this agreement but does not relieve you of charges incurred before or after repossession (including legal fees).
11. **Attorney's Fees & Other Expenses:** In the event that Hickeys is compelled to incur any expense, including reasonable attorney's fees in maintaining or defending any action or proceeding instituted by reason of default of the Lessee, such expenses shall be the responsibility of the Lessee and shall be due and payable.

Peace Of Mind (POM) Warranty

Hickey's, for the "POM" warrants the instrument to be in good playing condition, subject to the following:

1. If the instrument becomes damaged or deteriorates in performance, Hickey's at its sole discretion will repair and/or regulate the instrument to proper playing condition, or will replace the instrument with another without charge. Replacement instruments may be of a different manufacturer and/or model, but will be equivalent in grade and function to the one being replaced. This does not apply to deterioration of appearance which does not affect the performance of the instrument, such as scratches, minor dents and imperfections in the finish. Specifically excluded from this warranty are normal user wear items such as, but not limited to: rosin, mouthpieces, reeds, swabs, lubricants, drum sticks, mallets, lyres, lost parts, user-installed equipment and/or special or custom equipment.
2. Any claim for repair hereunder shall not be construed to alter or diminish the terms of this Agreement. If you default in any payment of the accompanying Agreement, this POM Warranty will lapse as of such default and may be reinstated only by permission of Hickey's.
3. This Warranty is not in effect outside of New York State, with the sole exception of school-sponsored travel that requires the use of the instrument.
4. All repairs and/or adjustments for which claims are made under this Warranty must be made by Hickey's. No others will be honored. Under no circumstances may any other party or repair shop perform work on this instrument other than Hickey's, unless prior written consent is given by Hickey's authorizing such work.
5. This Warranty does not cover loss of the instrument, theft of the instrument, destruction of the instrument through fire, natural disaster, or any other reason.
6. **IMPORTANT:** Under no circumstances will this POM Warranty apply to an instrument which has been subject to intentional or malicious damage or destruction; has been lost, stolen, stolen, forgotten, misplaced or destroyed; has been subject to unauthorized repair attempts; and/or has been subject to shipment or transportation in inadequate packaging, by the Lessee or their agent. Hickey's shall be the sole judge in all cases.

This agreement is regulated by federal and state law, enforced by the attorney general or by private legal action.

I have read and agree to all the terms and conditions of this Agreement as stated on the front and back of this form.

X _____

Date _____

Notice to Consumers: You may cancel this agreement at any time prior to close of business of the third business day after you have signed it. Do not sign this agreement until you read it. You are entitled to a copy of this agreement. Keep your copy to advise you of your commitment and to inform you of your legal rights.