

www.thestringproject.com 55 S. Northwest Highway • Palatine, Illinois 60074 (847) 934-7500

Rental Agreement

Billing Information Customer's Name City _____ State ____ Zip ___ Home Phone _____ Work Phone **Credit Card Number on File is Required** Driver's License No. Date of Birth _____ **Student Information** Student's Name School District _____ Director's Name School **Billing Options** – select one ___ Auto Pay with Credit Card – Authorization Form and e-mail address required. ____ Monthly Statement via E-Mail E-Mail Address **Maintenance & Repair Coverage** ____ Yes I want the M&R Coverage on my Rental NO I do not want the M&R Coverage on my rental, and understand that I am responsible for all repair and/or replacement \$_____ Monthly Rental Fee Initial 3 Months Rental Fee Monthly M&R Coverage Initial 3 Months M&R Coverage I have read and understand all conditions and terms of this contract and agree to all its conditions and terms. X (signature) (date) FOR OFFICE USE ONLY Trans. Date School Code Comments Written By Entered By Checked By

Maker

Stock No.

Contract No.

Revised 0420/2018

Instrument

BASIC RENTAL PLAN TERMS & CONDITIONS

- 1. This agreement exists between the customer renting an instrument(s) and Summerville Violins, Inc. d/b/a The String Project for a minimum period of three (3) months. You may continue to rent as long as desired. The String Project agrees to supply the instrument outfit and nothing further is indicated or implied. Music stands, books, shoulder rests, etc. are optional items available for purchase.
- 2. **THIS INSTRUMENT IS NOT FOR SALE. THIS IS NOT A RENT-TO-OWN PLAN**. However, The String Project may allow a portion of your rental paid to be applied toward the price of a new or used instrument see "Rental Credit" below for details.
- 3. **RENEWAL:** The Agreement is renewed by paying the Rental fee. We will periodically send you statements, however, if the statements do not arrive, you are still responsible for rental payment or the instrument's safe return. AutoPay accounts are not sent statements, but will receive payment receipts via email, provided we have a valid email address for you on file.
- 4. **TERMINATION:** You may terminate this Agreement at any time by returning the instrument to The String Project. You will be given a receipt which you should keep for your records. Any past due payments, service charges, late fees or repair bills must be paid at the time of the instrument's return. Refunds will be pro-rated based on the length of time you had possession of the instrument rounded up to the nearest month. Please, no other requests for refunds will be honored. There is a minimum of three (3) months charge.
- 5. **RENTAL RETURN:** The instrument may not be returned by leaving it at the school. No other party is permitted to accept the return of the instrument without the authorization of The String Project. The instrument must be returned to The String Project, at the address indicated on this form, and your responsibility will not cease until it is. 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.
- 6. **RENTAL CREDIT:** You may purchase a new or used instrument from The String Project and receive a credit toward the purchase price of up to two years of your rental paid, not to exceed 40% of the purchase price, whichever is less. This is known as your "Rental Credit". Purchases using a Rental Credit must be made during the rental or no later than 30 days after the rental ends. In addition, your last payment must not have been late as described below. The Rental Credit shall not include the Maintenance & Repair Coverage or any other item which was not rent. Rental Credits are **NOT** cumulative (i.e. Rental credit from a previously returned account may not be added to a future rental.). A Rental Credit can be used only once, toward the purchase of one new instrument, good used instrument or fine older instrument of the same or related instrument family (i.e. a violin Rental Credit may not be used to purchase a guitar). Rental Credits unused after thirty (30) days of the end of the rental are forfeited. Rental Credits have no cash value and may not be used in the purchase of music or accessories.
- 7. **RENTAL PAYMENTS:** If your account is past due by five (5) days or more, The String Project is authorized to charge any active credit card associated with your account for the full amount due. You will not be notified before your card is charged. For each late or missed payment in excess of ten (10) days, you will be assessed a three dollar (\$3.00) late fee. If you are in excess of thirty (30) days, you will be submitted to a pre-collection agency. If you fail to make payment after being forwarded to the pre-collection agency, you will be assessed a Collection Fee equal to 30% of your account balance, which will include past due rentals, late fees, any additional Collection Agency processing fees payable by The String Project, and any other amounts unpaid, including the full fair market purchase price of the instrument. Your account will then be transferred from The String Project to a Collection Agent for final collection and possible litigation. You will be responsible for all collection costs incurred by The String Project. In the event that The String Project 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. Your signature on this Agreement constitutes your full knowing consent in this matter.
- 8. **RESPONSIBILITY:** You are fully responsible for the instrument and its safe return to The String Project. 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 The String Project. In the event of damage beyond repair, loss of the instrument, or theft of the instrument, you are liable, and agree to pay The String Project 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. The String Project shall be the sole judge in all cases.
- 9. **REPAIRS:** No other person or repair shop may work on this instrument other than The String Project. Damage caused by unauthorized work will be repaired at your expense by The String Project and is not included in the Maintenance & Repair Coverage.
- 10. **Maintenance & Repair Coverage:** The Maintenance & Repair Coverage, if opted and paid on time, voids paragraph 8 above, subject to the Terms and Conditions below.

Maintenance & Repair Coverage Terms and Conditions

The String Project, for the Maintenance & Repair Coverage charge shown on the first page of this form, will waive any liability you may have to The String Project with regard to Damage to the Instrument or Repairs to the Instrument, subject to the following:

- 1. An Instrument totally destroyed by fire or other accident occurring not through the fault and/or malicious intent of the Lessee will be replaced by The String Project provided that the theft, or destruction is reported to the proper authorities, and a written police or fire report is made within twenty-four (24) hours of the event. The String Project will require a copy of this report documenting any theft or destruction. This coverage does not cover loss or mysterious disappearance of any single part of the instrument or outfit. Other forms of reasonable proof may be accepted by The String Project at The String Project's sole discretion.
- 2. This Coverage is not in effect outside of the United States of America, with the sole exception of school-sponsored travel. The String Project will NOT replace any instrument which is lost outside of the United States of America. Instruments which are taken out of the United States of America are taken at the Lessee's risk.
- 3. If the instrument becomes damaged or deteriorates in performance, The String Project will repair and/or regulate the instrument to proper playing condition without charge. 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 coverage are normal user wear items such as, but not limited to: strings, rosin, lost parts, user-installed equipment and/or special or custom equipment.
- 4. Any claim for repair or replacement 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 Maintenance & Repair Coverage will lapse as of such default and may be reinstated only by permission of The String Project following an inspection of the instrument.
- 5. All repairs and replacements for which claims are made under this Coverage must be made by The String Project. No others will be honored. Under no circumstances may any other party or repair shop perform work on this instrument other than The String Project, unless prior written consent is given by The String Project authorizing such work.
- 6. **IMPORTANT**: Under no circumstances will the Maintenance & Repair Coverage apply to an instrument which has been subject to intentional or malicious damage or destruction, damage from shoulder rests or other accessories improperly stored in the case with the instrument, unauthorized repair attempts and/or shipment in inadequate packaging, by the Lessee. The String Project shall be the sole judge in all cases.