

Terms & Conditions (also available on-line @ http://www.hoffmanmusic.com/info_pages/band/rental.htm)

Rent-To-Own Plan:

On this plan, all rent paid on time will apply toward the retail purchase price of this instrument. When the rent paid is equal to the instrument retail price, the instrument is yours. Rent is due one month in advance from the date of rental. The first month of rent paid is non-refundable. In the event that you return your instrument after the first month and cancel the agreement, the rent will not be pro-rated. Routine maintenance is included at no charge.

Pre-Paid Rent-To-Own Plan:

On this plan, for most instruments, pre-pay 10 months of rent at a special rate of **\$15 per month. (**Other instruments will have various rates.) After the first 10 months, a statement will be generated charging the *regular monthly rate each month. When the rent paid is equal to the instrument retail price, the instrument is yours. The first month of rent paid is non-refundable. In the event that you return your instrument after the first month and cancel the agreement, the rent will be pro-rated to the number of months in your possession at the *regular monthly rate, and a refund, if applicable, of the difference will be refunded to you.

Exchange option: During your current rental agreement period, you may apply up to one year of rent paid of a single agreement towards the purchase of a retail priced instrument of equal or greater value.

Routine Maintenance:

Routine maintenance is included at no additional charge. In the event you encounter a routine service problem at any time during the year, (including minor accidental repairs and adjustments to keep instrument in proper playing condition), bring it in and we will take care of it for you at no charge. This service agreement does not cover, negligent damage, loss, theft, or fire. Disposable accessories such as: reeds, lubricants, cleaning products, instrument straps, drum sticks, drum heads, strings, etc. is the responsibility of the renter.

Cash Price Buy-Back Plan:

Buy the instrument today at a 25% discount, yet retain the option to return it. If you do return it, Hoffman Music will buy it back, less the *regular rental charges for the number of month(s) the instrument was out. Any repairs that are needed will be deducted from the refund.

Insurance (Optional):

For the term of one year from the date of this agreement, Hoffman Music will repair or replace damaged instrument and will replace a stolen or fire damaged instrument with a similar instrument of comparable value. All previously paid Rent-To-Own payments will be applied toward the retail purchase price of the replacement instrument. The full Cash Price Buy Back amount paid, will be applied toward the retail purchase price of the replacement instrument. Covered party is responsible for a deductible charge of 10% of the retail price (or cash price, if on the Buy Back plan) of the stolen, fire, or non-negligent damaged-beyond-repair rental instrument. Proof of loss by fire or theft must be documented through the proper agencies. Mysterious disappearance or disappearance through negligence is not covered. Damage insurance coverage is limited to non-negligent damage. Damage caused by negligence is not covered. If you are renting, we will automatically charge your account each year that your rental agreement is in effect unless we are notified of insurance cancellation from you in writing. If you are on the Buy Back plan we will mail you a statement with the current year's rate, unless we are notified of insurance cancellation from you in writing. Insurance fees are not transferable, non-refundable, and are not pro-rated upon the return or purchase of the instrument.

General Rental Agreement Terms:

1. Title to the property shall remain in Hoffman Music Co. (Lessee). This agreement is a contract for the use of such personal property only. 2. Renter, hereby known as Lessor, will not create nor permit the existence of any lien or security interest in such personal property. 3. Renter agrees to notify Lessee of any change of address from that set forth on the Rental Agreement Form (Agreement) and should the Lessor fail to do so, shall be liable for any cost incurred by Lessee in locating the Lessor or said property, payment of which shall be made by the Lessor on demand. 4. Lessor agrees to pay on demand the amount of all expenses reasonably incurred by Lessee in efforts to collect the indebtedness incurred hereby and in protecting or returning the property. In the event that this Agreement, or any obligations secured by it, is referred to an attorney for protecting or defending the property of Lessee's interest or for collection or realization procedures, Lessor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and applicable courts or fees incurred without suit, and expenses of title search, and all court costs and costs of public officials. 5. Upon default of this agreement, I agree that the rent shall continue to accrue until said item(s) are returned to the store in as good condition as when rented, except for careful use thereof. 6. In the event of failure to return property within ten (10) days of due date or mailing of a written notice demanding return, Lessee may declare all delinquent rental payments, delinquency charges and the full purchase price due and owing immediately. 7. Late charges will be assessed on all past due accounts.

* "Regular rental charges" may vary depending on instrument rented.