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 www.cadencemusic.com

PLEASE PRINT
 APPLICATION MUST BE COMPLETED IN FULL

FOR OFFICE USE ONLY

Date _____ Name _____
 Instrument _____
 Make _____ New Like New Used
 Serial # _____ Account # _____
 Rental Purchase Price _____ No. of Payments _____
 Non-Rental Cash Price _____
 Rental Principal _____
 Maintenance & Replacement Charge _____
 State Sales Tax _____
 MONTHLY PAYMENT _____
 AMOUNT PAID _____
 NEXT PAYMENT DUE _____

Parent Name: Last _____ First _____ MI _____
 Mailing Address _____ City _____ State _____ Zip _____
 Email _____ Home: Own Rent Other How Long _____
 Cell Phone _____ Relationship to Student _____ Spouse Name _____
 Home Phone _____ Florida Driver's License No. _____ Date of Birth _____
 Employer (YOU) _____ Position _____ Phone _____ How Long _____
 Employer (Spouse) _____ Position _____ Phone _____ How Long _____
 Student's Name _____ Grade _____ School _____ County _____
 Nearest Relative Not Living With You _____ Relationship _____ Phone _____
 Address _____ City _____ State _____ Zip _____
 Credit Card Number _____
Credit Card: Visa Master Card Discover Exp. Date _____
 Automatic Deduction of Payment from Card Yes Signature _____

RENTAL-PURCHASE AGREEMENT

As used in this Agreement, "I" refers to the applicant named above, whose signature appears below; and "the instrument" refers to the instrument described above. I agree to rent the instrument from **CADENCE MUSIC** on a month to month basis. During the term of the Rental-Purchase Agreement, I agree to pay **CADENCE MUSIC** monthly on the date set above the amount of \$ _____ as rent, and \$ _____ as maintenance, and \$ _____ as sales tax on those amounts. I acknowledge that I have received the instrument, and that it is in satisfactory operating condition.

1. Full title and ownership of the instrument will remain with **CADENCE MUSIC**. I agree not to attempt to sell, mortgage, dispose of or transfer ownership of the instrument.
2. I have the right to return the instrument to **CADENCE MUSIC** at any time, in which event this Rental-Purchase Agreement will be cancelled, as long as all sums due and owing are paid in full through the date of return. However, no money previously paid will be refunded when the instrument is returned.
3. I agree that the instrument will be retained in my possession and I will be able to be contacted at the residence set forth above. In the event I decide to move from the residence address set forth above, I will contact **CADENCE MUSIC** and advise in writing my new address. If I move and take the instrument without advising **CADENCE MUSIC** of my change of address, this Agreement shall be breached, giving **CADENCE MUSIC** the right of immediate possession of the instrument.
4. I shall have the option to purchase the instrument. If I do so, any timely payments which I have previously paid as rent will be credited toward the rental purchase price. A 30% discount will be available at this time on the unpaid balance.
5. If I acquire ownership of the instrument, the remaining balance of the manufacturers's warranty will be transferred to me, if allowed by the terms of the warranty.
6. I agree to pay a late charge of \$5.00 for each monthly payment that is received by **CADENCE MUSIC** more than fifteen (15) days past due.
7. Initial I authorize **CADENCE MUSIC** to charge any monthly payment that is more than thirty (30) days past due to the above credit card.

OPTIONAL MAINTENANCE AND REPLACEMENT AGREEMENT

Any maintenance coverage provided by **CADENCE MUSIC** applies to all maintenance due to normal wear and tear for the duration of the rental period. This excludes finish, minor dents, major overhauls, and loss of parts or accessories. Specifically excluded from coverage are drum heads, drum sticks, mouthpieces, reeds, lubricants, and strings. The maintenance coverage does not cover deliberately inflicted damage, or damage caused by my negligent acts or omissions, or those of the student named above. All repairs must be made by **CADENCE MUSIC**.

If the instrument is damaged beyond repair due to fire or accident occurring not through the fault of the Renter, or if it is stolen by forcible entry, it will be replaced with one of equal quality by **CADENCE MUSIC**. A police report and proof of theft must be filed with **CADENCE MUSIC** within twenty-four (24) hours of the occurrence.

REINSTATEMENT

Any renter who fails to make timely rental payments has the right to reinstate the original Rental-Purchase Agreement without losing any rights or options previously acquired under the Rental-Purchase Agreement, if:

1. The renter promptly surrenders the rental property to **CADENCE MUSIC** upon request; and
 2. The renter tenders a \$20.00 reinstatement fee within sixty days after the last rental period for which the renter made a timely payment; and
 3. The renter pays all unpaid rental payments, late fees, reinstatement fee, and any delivery charges.
- No oral agreements or statements shall be valid or binding on either **CADENCE MUSIC** or me. This rental agreement may be modified, varied, altered or extended, only by agreement in writing executed by an authorized agent of **CADENCE MUSIC** and me. Any agreement or condition of this agreement waived by **CADENCE MUSIC** shall not be a waiver of any subsequent failure on my part to abide by the terms and conditions of this agreement.

I agree to pay **CADENCE MUSIC** all reasonable attorney fees, court costs and collections fees incurred by them in the event any legal proceedings are brought against me for the payment of a delinquent account or recovery of this instrument.

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY APPEAR IN WRITING SIGNED BY AN AUTHORIZED AGENT OF CADENCE MUSIC, AND THERE IS NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PURCHASE OR RENTAL OF THE INSTRUMENT.

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND ALL BLANKS HAVE BEEN COMPLETELY FILLED IN BEFORE I SIGNED IT.

NOTICE TO CONSUMERS: If you want to purchase this or similar property now, you should consider cash or credit terms that might be available to you. You may review this agreement any time prior to midnight of the third business day after the date you sign the agreement. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

The undersigned acknowledges that he received at the time of execution of this contract an exact copy completely filled in.

 AUTHORIZED SIGNATURE / CADENCE MUSIC

 RENTER SIGNATURE

 DATE