

RENTAL CONTRACT TERMS AND CONDITIONS

MUSIC MEMORIES, INC. d/b/a

MUSIC LOVERS SHOPPE

1. It is understood that this is a rental agreement, *not* a lease or a contract of sale. You are *not* purchasing or 'renting to buy' an instrument. Instead, you are renting an instrument to use for the time period set forth on the reverse side of this document. Early return does not result in any discount or pro-rating of the rental period cost.
2. At the end of the rental period, the rented instrument shall be returned to MLS in good condition, minus wear and tear caused by proper use.
3. Renter may at that time be offered a purchase option for the instrument at a discounted price, if Renter qualifies and so elects.
4. Title to the rented instrument at all times remains in the name of MLS.
5. Renter shall immediately notify MLS of any change of address, telephone number, or credit card information that occurs during the term of this contract.
6. In the event that the Renter files for bankruptcy protection, voluntary or otherwise, this rental agreement expires and the rental instrument must be immediately returned to MLS.
7. Renter will be liable for a late in fee in the sum of \$30.00 for any monthly payment that is not made when due under this contract.
8. In the event that the instrument is not returned, renewed or purchased at the end of the rental term, Renter will be held liable for a late fee in the sum of \$30.00, plus one additional month of rent and limited liability protection.
9. In the event that the instrument is not returned, renewed or purchased at the end of the rental term and such return is over 30 days late, then Renter forfeits accumulated equity, refundable deposit(s) and payment(s) as set forth on the reverse side of this Rental Contract.
10. In the event that the instrument is not time returned, renewed or purchased at the end of the rental term and such return is over 30 days late, then Renter shall be liable for the retail cost of the instrument as set forth on the reverse side of this Rental Contract.
11. In the event that the instrument is returned damaged due to the negligence of renter, excluding normal wear and tear, the renter shall be responsible for the cost to repair the instrument back to playing condition.
12. In the event that MLS resorts to collection action for anything due under this Contract, Renter shall be responsible for all expenses of same including but not limited to reasonable attorneys' fees.
13. In the event of litigation in connection with this Agreement, such shall take place in a court located within Monroe County, New York.
14. In the event that any check paid by the Renter to MLS is returned by the bank for any reason, then the Renter hereby agrees to pay a \$30.00 service charge to AMC in consideration thereof, in addition to making good the unpaid check.
15. Permission is hereby given by Renter for MLS to run a credit check on Renter as part of MLS's decision whether to enter into this contract, and from time to time as MLS may deem necessary to assure the Renter's continued creditworthiness. MLS will consider Buyer's credit and employment information, among other factors, in making such decision.
16. MLS is authorized to charge any and all payments due by Renter to Renter's credit card as set forth on the reverse side of this rental contract, including a 4% EZ Pay surcharge fee per transaction, unless payment is rendered in person with cash, check or debit pin.

Renter has read these Terms and Conditions and the Rental Contract on the reverse side hereof, and agrees to be bound by both.

(Renter) _____ (Date) _____

Music Memories Inc., D/B/A Music Lovers Shoppe

3208 Latta Road (Northampton Towne Center) | Rochester, NY 14612 | (585)730-7000

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