

RENT-TO-OWN CONTRACT TERMS AND CONDITIONS

MUSIC MEMORIES, INC. d/b/a

MUSIC LOVERS SHOPPE

1. It is understood that this is a 'rent to own' agreement, *not* a lease or rental agreement. You, as Buyer, are purchasing an instrument from Music Lovers Shoppe (MLS) and are promising to pay for that instrument as a rental until the rental term is complete.
2. Title to the rented instrument at all times remains in the name of MLS unless and until all payments have been made as set forth on the reverse side hereof and the payment terms have been completed; then ownership of the instrument shall pass from MLS to Buyer. Buyer has no ownership of the instrument otherwise.
3. Buyer shall immediately notify MLS of any change of address, telephone number, or credit card information that occurs during the term of this contract.
4. In the event that the Buyer files for bankruptcy protection, voluntary or otherwise, this rent to own agreement expires and the instrument must be immediately returned to MLS. All monies paid for rental as of that time shall be treated as rental payment(s), and Buyer shall have no equity interest in the instrument.
5. In the event that the buyer makes additional payments or overpays, payment(s) shall be applied towards equity and will not alleviate buyer's obligation to maintain monthly payment(s).
6. Buyer will be liable for a late fee in the sum of \$30.00 for any monthly payment that is not made when due under this contact.
7. In the event that the Buyers account exceeds more than 30 days past due, Buyer forfeits accumulated equity, refundable deposit(s) and payment(s) as set forth on the reverse side of this Rent-To-Own Contract.
8. In the event that the Buyers account exceeds more than 30 days past due, Buyer shall be liable for the retail cost of the instrument as set forth on the reverse side of this Rental Contract.
9. In the event that MLS resorts to collection action for anything due under this Contract, Buyer shall be responsible for all expenses of same including but not limited to reasonable attorneys' fees.
10. In the event of litigation in connection with this Agreement, Buyer agrees that MLS shall have the right to require that such take place in a court of competent jurisdiction within Monroe County, New York.
11. In the event that any check paid by the Buyer to MLS is returned by the bank for any reason, then the Buyer hereby agrees to pay a \$30.00 service charge to MLS in consideration thereof, in addition making good the unpaid check.
12. Permission is hereby given by Buyer to MLS to run a credit check on Buyer as part of MLS's decision whether to enter into this contact and from time to time as MLS may deem necessary to assure the Buyer's continued creditworthiness. MLS will consider Buyer's credit and employment information, among other factors, in making such decision.
13. 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 Rent-To-Own 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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