



687 Quaker Lane  
West Warwick, RI 02893  
(401) 823-5459  
www.robertsmusicri.com

## Rent-to-Own Program Agreement

### #1 Student Information:

Name: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

Music Teacher: \_\_\_\_\_

### #2 Billing Information:

Parent/Guardian/Renter (First & Last Name) \_\_\_\_\_

Mailing Address \_\_\_\_\_ Apt # \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Primary Phone # \_\_\_\_\_ Relation to Student \_\_\_\_\_

Email Address \_\_\_\_\_

RI Lic. # \_\_\_\_\_ DOB \_\_\_\_\_ Secondary Phone # \_\_\_\_\_

### #3 Major Credit Card Information:

A credit card number is requested in lieu of a security deposit. Also, in the event that rental payments fall behind, we reserve the right to charge payments to the credit card (including late fees) using information provided on this contract.

I have read and understand this policy. \_\_\_\_\_ (Initial)

Circle One: *Visa Discover MasterCard AmEx*

Account Number \_\_\_\_\_

Exp: \_\_\_/\_\_\_ CVV \_\_\_\_\_

Use this card for Autopay (Initial one): \_\_\_ Yes \_\_\_ No

### #4 Return Policy:

The instrument may be returned at any time. Rental payments are due through the date of return. There are no interest, finance or cancellation charges. RMI must be notified directly of intent to return an instrument by bringing the instrument to the store during business hours or by calling (401) 823-5459 for proper return instructions. RMI will not be held responsible for any instrument not returned in this manner.

I have read and understand this policy. \_\_\_\_\_ (Initial)

### #5 Repair and Replacement Program (R&R):

Please note: the R&R fee is included in the payment shown in the gray box to the right.

I have read the description of the Repair and Replacement Program found on the back of this form and choose to (initial one) \_\_\_\_\_ **Accept** \_\_\_\_\_ **Decline**

### Instrument Details

(RMI Use Only)

**Type A:** Flute Clarinet Trumpet Trombone Bell Kit  
Snare Kit Combo Kit

New: \$25.00/Month Used: \$20.00/Month  
(prices include principle, tax and \$2.50 R&R fee)

**Type B:** Alto Saxophone Baritone Horn

New: \$45.00/Month Used: \$35.00/Month  
(price includes principle, tax and \$3.50 R&R fee)

**Type C:** Tenor Saxophone Oboe French Horn

New: \$55.00/Month Used: \$45.00/Month  
(prices include principle, tax and \$5.00 R&R fee)

### STRINGS

**Violin & Viola:** \$25.00/Month or \$165.00/School Year

**Cello:** \$45.00/Month or \$285.00/School Year  
(prices include principle, tax and R&R fee)

Serial #: \_\_\_\_\_ Brand/Size: \_\_\_\_\_

Instrument Price (before tax): \_\_\_\_\_ Next Due: \_\_\_\_\_

*Early Purchase Discount: At any point during the rental, RMI will take 40% off the remaining balance. Rental account must be current in order to qualify for this discount.*

Today's Payments & Purchases:

RMI Agent: \_\_\_\_\_ Payment Method: \_\_\_\_\_

*Thank you for renting from  
Robert's Music!*

### #6 Please sign & date this agreement:

I have read all conditions of this agreement as shown on the front and back and agree to all terms and conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Rent to Own Music Development Plan - Terms & Conditions**

(Robert's Musical Instruments, Inc. "RMI"; Customer who has signed this agreement "You")

1. Ownership remains with RMI throughout the rental period. You agree not to sell, mortgage or dispose of the instrument until all monthly payments have been made. When total monthly rental payments paid hereunder equal the contract price of the instrument and all other applicable fees have been paid, ownership shall pass from RMI to You.
2. You may exchange the instrument for a one of a different type at any time during the rental period, and up to six months of the rent already paid will be applied toward the contract price of the second instrument.
3. You may exchange an instrument of the string family to a larger instrument of the same type and all rental equity will be applied toward the contract price of the larger instrument.
4. Rent shall be paid monthly, in advance. Mail payments to 687 Quaker Lane, W. Warwick, RI 02893. Payments are not pro-rated. An additional \$5.00 per month will be charged for each monthly payment which is received more than 10 days after the date due. There are no refunds on paid rental monies.
5. If rent is more than thirty days overdue, RMI may terminate this agreement and, upon demand, You shall return the instrument. You must pay the monthly rent until the instrument is returned. If You default on payments for three consecutive months, You must pay an amount equal to all unpaid monthly installments for the balance of the term and all costs of collection, including court costs and attorney's fees.
6. In the event that You declare bankruptcy during the rental period, the instrument must be returned to RMI within two business days of the declaration.
7. If RMI needs to repossess the instrument for any reason, that repossession may take place wherever the instrument is located.
8. You must inform RMI of any change of address or telephone number. If You do not, RMI may repossess the instrument.
9. Unless You elect participation in the Repair and Replacement Program, You assume liability against fire, theft, damage, reasonable wear expected throughout the rental period. All repairs must be performed by RMI throughout the rental.
10. You are responsible for the early purchase price or the pay-off amount (whichever is less) if the instrument is lost.
11. A charge of \$15.00 will be assessed for each check returned by the bank as unpayable.

### **Customer Options**

1. You may return the instrument at any time. The return policy is described in #4 on the front of this contract.
2. You may exchange the instrument as described in #2 and #3 above.
3. You may continue monthly payments until You have completed this agreement. At that point, ownership of the instrument will be transferred to You.
4. You may purchase the instrument under the terms of the *Early Discount Purchase* described in the payment information section on the front of this contract.

### **Repair and Replacement Program (Optional)**

All instruments leased or sold by RMI carry a warranty against defects from faulty materials or workmanship. In addition to this warranty, RMI, for the monthly charge shown (in addition to the monthly rental), will protect You against damage, theft or destruction of the instrument subject to the following terms and conditions:

1. All adjustments and repairs will be made by RMI to keep the instrument in proper playing condition. If the instrument becomes damaged (i.e. crushed, bent, or cracked in a way that affects performance) RMI will repair and regulate it to proper playing condition without charge unless there is evidence of blatant abuse or neglect of the instrument. This does not apply to routine cleaning or deterioration of appearance that does not affect the performance of the instrument such as scratches, minor dents, and finish. Specifically excluded from coverage are mouthpieces, ligatures, caps, drum sticks, strings, reeds, swabs, bow hair, lubricants or any special or custom equipment.
2. An instrument that is totally destroyed by fire or other accident occurring not through the fault of You will be replaced by RMI without charge with an instrument of similar or equal brand, age and condition as determined by RMI. RMI may require reasonable proof of any such loss or destruction. RMI WILL REPLACE A STOLEN INSTRUMENT PROVIDED THAT YOU REPORT THE THEFT TO LAW ENFORCEMENT AUTHORITIES AND RMI WITHIN 24 HOURS AFTER DISCOVERY OF THE THEFT. Replacement will occur within 14 days of the report in order to exhaust all leads for recovery.
3. The R&R program does not cover lost instruments. You are responsible for the discounted early purchase price or the pay-off amount (whichever is less) if the instrument is lost.
4. All repairs and replacements for which claims are made under this coverage must be made by RMI. No others will be honored.
5. Any claim for repair or replacement hereunder shall not be construed to alter or diminish the terms of the accompanying rental contract, and if You default by more than 10 days in any payment thereof, this R&R plan will lapse as of such default and may be reinstated only by permission of RMI.

### **Warranty**

RMI warrants, to You only, that the instrument will be free from defects in material and workmanship during the thirty (30) day period immediately following your receipt of the instrument ("Warranty Period"). This Warranty shall not apply to defects caused by disasters such as fire, flood, wind and lightning, or by the actions or inactions of any party other than RMI resulting from (i) improper storage, use or maintenance of the instrument, (ii) unauthorized modifications of the instrument, (iii) any other abuse or misuse of the instrument. All other warranties, whether expressed or implied or arising by operation of law, course or dealing, usage or trade, or otherwise, are excluded. There are no implied warranties or merchantability or fitness for any particular purpose. If during the Warranty Period You discover a defect in the material or workmanship of the instrument and notify RMI and show that the instrument has been maintained and operated in accordance with RMI recommendation and standard industry practice, then RMI shall correct such defect by repair or replacement. In no case shall RMI be liable for any special, incidental or consequential damages. These remedies constitute your exclusive remedies against RMI for breach of warranty.