

Kennelly Keys Music Rental Terms and Agreements

1. RENTAL TERMS. The undersigned renter (hereinafter, "Customer") hereby agrees to rent the said instrument as described above in section "1" (hereinafter "the instrument") for a minimum period of 3 months at a rate of per month from Kennelly Keys Music, Inc.

2. CREDIT CHECK. The Rental will be approved after a credit check of the Customer's name and billing address as it appears on the billing information. This inquiry will appear on the Customers credit report. The Customer will be notified if the rental is not approved after the credit check.

3. RENTAL RENEWAL. At the end of the minimum rental period, this rental agreement will automatically be renewed at the Customer's option on a monthly basis at the same rate by the continued payment as stated above. The Customer may return the instrument at the end of any rental period following the initial rental period, pay all rental fees, late fees and Service Plan fees due and owing and terminate this Rental Agreement without penalty. THERE WILL BE NO REFUND FOR EARLY RETURNS within the minimum period listed under "Rental Terms".

4. RENTAL PAYMENTS. Payments are due in advance every thirty (30) days. Rental payments will be automatically charged to the credit card used to make the initial rental transaction.

5. PURCHASE PRICE. Purchase option is available only for new instruments. Used instruments (default for online rentals) do not qualify for rent-to-own. The purchase price (balance) of the instrument varies between make, model, and condition and will be listed on the invoice included with the instrument, plus sales tax (if applicable).

6. SERVICE PLAN. The Service Plan relieves the customer of financial responsibility for all repairs and maintenance to the instrument, less deductible, if any. Cosmetic finish work not applicable. The Service Plan option provides for a replacement instrument, in the event of loss due to fire or theft, only on specifically designated, student model, band and orchestral

instruments. **An official fire or police report is required for validation of loss.** The Service Plan option does NOT relieve the customer of financial responsibility for repair or replacement incurred by intentional damage. If the rental payment is past due the Service Plan is void.

7. LATE FEE. The customer will be assessed a ten dollar (\$10) fee for each fifteen (15) days any payment is late, and/or each 15 days we are unable to collect the amount due for any reason.

8. PURCHASE OPTION. The purchase option is available only for new instruments. Used instruments (default for online rentals) do not qualify for rent-to-own. The Merchandise will remain the sole property of Kennelly Keys Music until such time as the Customer has purchased or paid off the Merchandise. The Customer may not sell, transfer, pawn, or otherwise give up control of the Merchandise as long as it belongs to Kennelly Keys Music.

9. ATTORNEY FEES. If, by reason of any default or breach on the part of the customer in the performance of any provision in this agreement a legal action is instituted, the customer agrees to pay all reasonable costs and attorney fees in connection therewith.

10. LIMITATION OF DAMAGES. It is agreed that in the event of breach of any warranty, express or implied, the liability of the lessor shall be limited to repairing or replacing the nonconforming goods. KENNELLY KEYS MUSIC SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, EITHER DIRECT OR CONSEQUENTIAL.

11. The Customer agrees that he/she will return the instrument in the same condition that it was received at the start of the rental, unless the instrument is purchased as described above. Unless the Service Plan is purchased, the Customer hereby agrees to assume all liability for all repairs to the instrument.

12. The Customer is solely responsible for the fair market value of the instrument, if it is lost, stolen, damaged, or destroyed, unless such damage is covered under the Service Plan

13. The Customer is solely responsible for the Value of the instrument if the Merchandise is not returned or, for New (Rent-to-Own) accounts, the

Merchandise is paid off. 14. The instrument must be returned or purchased, all rental payments, late charges and Service Plan fees must be paid before this contract between the Customer and Kennelly Keys Music is terminated. The instrument will be considered on rental until repair work is completed and paid for by the Customer if the instrument is returned damaged, unless such damage is covered by a Service Plan.

NOTICE: According to RCW 9A.56.096, failure to promptly return rental property may result in a felony criminal prosecution. The customer will be reported to the appropriate police department if in violation of the above cited statute. The customer may also be reported to a collection agency and/or National credit bureau, which could affect overall credit rating. Bankruptcy does not relieve the customer of the responsibility to return rented property.