



Metropolitan Music

Rental Contract Terms & Agreements

1. **Instrument:** The term "Instrument" as used herein shall include the Instrument as described above and any accessories provided to Customer by Metropolitan Music Services to accompany the Instrument.
2. **Customer Responsibility for Instrument:** Customer shall be responsible for maintaining the Instrument in good condition. Customer shall be responsible for any damage to the Instrument above ordinary wear and tear. In the event an Instrument is returned to Metropolitan Music Services with damages exceeding ordinary wear and tear Customer shall be responsible for the Retail Price of the Instrument. It shall be in Metropolitan Music Services' sole discretion whether any damage to an Instrument exceeds ordinary wear and tear. Any Instrument returned to Metropolitan Music Services shall be subject to an inspection period prior to determination as to the condition of the Instrument. Customer shall not apply stickers or markings of any sort to the Instrument. An Instrument returned with a sticker or marking applied to the same shall be considered destroyed and the Customer shall be responsible for the Retail Price of the Instrument.
3. **Credit Card:** Customer has provided credit card information to Metropolitan Music Services. Metropolitan Music Services is authorized to process the credit card for the following:
 1. Monthly payments on the Due Date
 2. Extraordinary maintenance charges
 3. Late fees
 4. Charges allowed under a default
 5. Any other amounts due as described herein, including without limitation the Retail Price of the Instrument if so warranted hereunder.
 - Customer shall maintain current credit card information with Metropolitan Music Services. Failure to maintain current credit card information shall be a default under this Agreement and shall result in a termination of this Agreement and Customer being charged the Retail Price of the Instrument.
 - If at any time Customer initiates a chargeback on a credit card, without prior notice to Metropolitan Music, Customer shall be charged a fee of \$100.00.
4. **Lost or Destroyed Instrument:** In the event the Instrument is lost or destroyed Customer shall be responsible for the Retail Price of the Instrument.
5. **Terms:** Customer hereby agrees to rent the Instrument described above for a minimum period of three months (1 month payable in advance). After the initial month period, if Customer wishes to keep the Instrument Customer shall pay the monthly rental for each month Customer has the Instrument. If Customer is in default of the first payment after participating in a store promotion, Customer is responsible for the full value of the promotion.

6. Due Date: The Due Date for the monthly payment shall be advised by Metropolitan Music each and every month, and said date may vary month-to-month.
7. Late Fee: A late fee of \$10.00 shall be charged on any payment not received within seven (7) days of the Due Date. An additional \$25 dollar fee shall be charged for each month a payment is late.
8. Termination: Customer may terminate the lease at any time by returning the Instrument to one of the above locations in good condition and paying all amounts due to Metropolitan Music Services. Metropolitan Music Services is not required to refund the unused portions of the first months' rental or for the unused portion of any month thereafter.
9. Maintenance: Customer agrees to pay a maintenance fee each month, which fee is in addition to the monthly rental charge. For this fee, Metropolitan Music Services will provide normal service of the instrument during the term of this lease, maintaining it in good condition. Any and all maintenance and repair to the Instrument shall be provided by Metropolitan Music Services. Customer shall not take the Instrument to any other repair shops for maintenance and/or repair. Neither Customer nor student shall perform any repair on the instrument.
10. Option to Purchase: Customer may elect to purchase the Instrument at any time during the term of the lease by paying the balance of the Instrument Retail Price. At the time of such purchase, Customer will receive a credit towards the retail price of an amount equal to 100% of rental payments during the rental period. For this purpose, rental payments include only the monthly rent amount and does not include late payment charges, default fees, reinstatement fees or other fees as disclosed in this Agreement. Customer will be charged applicable sales tax.
11. Non-Payment of Rental - Reinstatement: If Customer does not make payment by the Due Date and has not returned the Instrument within ten days after the Due Date, then Customer shall be deemed (a) to have converted the Instrument to Customer's own use, and (b) to be responsible to Metropolitan Music Services for the Retail Price of the Instrument. PROVIDED, that Customers shall have the right to reinstate this agreement as set forth in applicable state law. A reinstatement fee of \$250.00 shall be charged to Customer.
12. Instrument Return: An Instrument must be returned on or before the Due Date to avoid paying another month's rent.
13. Default: If Customer defaults on any payment, obligation, or fees due hereunder and Metropolitan Music Services refers to this matter to a collection agency or attorney for collections, the Customer agrees to pay in addition to any sums due to Metropolitan Music Services, the reasonable collection or agency or attorney fees incurred, plus court costs.
14. NSF Fee: Any check issued by Customer which is returned for insufficient funds will be subject to a \$25.00 handling fee.
15. Ownership: Customer does not own the Instrument until all necessary payments have been made to purchase the Instrument as set forth above.
16. Warranty: Maintenance and repair is provided during the lease term as set forth above. Some instruments may include a warranty. Metropolitan Music will provide specific information regarding the Instrument and any accompanying warranty. If any part of a manufacturer's express warranty covers the Instrument at the time Customer acquires ownership of the Instrument, said warranty shall be transferred to Customer, if allowed by the terms of the warranty.

17. **Optional Theft Protection (OTP):** Customers who choose the OTP must have their account paid up to due date at the time of the loss for coverage to be effective. Only in the event of an actual breaking and entering of the Customer's home, child's locked locker or the locked band room will the coverage apply. No other instances of theft or loss will be covered. Customer must submit a copy of a police report and \$100 deductible must be paid by Customer. Upon receipt of the foregoing, this Agreement will be terminated.
18. **Instrument Exchange:** If, upon teacher recommendation, Customer wishes to exchange the Instrument for a different type of instrument of equal or greater value, Metropolitan Music Services shall allow up to six month's base rent toward the retail price of a new instrument. Accrued purchase credit on a fractional-size string instrument shall transfer to the next size string instrument.
19. **Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all of his or her costs and expenses, including reasonable attorneys' fees, whether with or without trial, or on appeal.
20. **Condition of Agreement:** The Agreement shall become effective only when signed by the parties.
21. **Voluntary Execution; Entire Agreement; Amendment:** It is understood and agreed that no inducements or promises of any kind or nature have been made or extended from either party to the other which would influence the execution of this Agreement other than those specific terms contained herein. This Agreement contains the entire agreement of the parties with respect to any matter covered or mentioned in the Agreement, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or modified except by a written agreement fully executed by the parties.
22. **Governing Law:** This Agreement shall be construed, interpreted and for all purposes governed by the laws of the State of Washington.



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metropolitan-music.com