

INSTRUMENT RENTAL TERMS AND CONDITIONS

Holy Names Music Center shall be referred hereinafter as "Holy Names Music Center" and the customer shall be referred hereinafter as "Renter". Renter agrees to abide by the terms and conditions of the Rental Agreement as described herein:

Return: Instruments must be rented for a minimum period of 1 month. All fees for the initial 1 month rental period are due at the beginning of the initial 1 month rental period and must be charged to a valid credit card. This initial payment is non-refundable, if Renter decides to return the instrument before the initial 1 month rental period expires. After the initial 1 month period, this will be a monthly Rental Agreement. The Renter may return the instrument to Holy Names Music Center at any time thereafter. This agreement will be cancelled provided all fees have been paid up to the date of return. **THE INSTRUMENT MUST BE RETURNED TO HOLY NAMES MUSIC CENTER ONLY.**

Late Charge: If a rental payment is not received within 7 (seven) days after it is due, a \$5 penalty will be charged to Renter for all months that this account is delinquent. Late fees do not add to Renter's equity for rental purchase option.

Credit Card Authorization: If Renter is more than 10 (ten) days delinquent, Holy Names Music Center is authorized to submit a credit card charge for the rental due to the Renter's card on file plus any late fee(s) due. If the Renter is declared in default of this Agreement as outlined herein, Holy Names Music Center is authorized to submit a charge for the total sums owed under this Agreement including any remaining balance due to purchase the equipment plus any late fees. If Holy Names Music Center takes possession of the equipment, a credit card charge will be submitted to the Renter's credit card for any past due payments.

Default: Holy Names Music Center can declare a Renter to be in default if (i) Renter fails to pay a scheduled rental payment and late charge within 25 days after the due date of the scheduled rental payment. (ii) Renter provided inaccurate or misleading information on this agreement (iii) any other circumstance that Holy Names Music Center feels endangers the safety of the equipment. If Holy Names Music Center declares a Renter to be in default, the equipment must be returned to Holy Names Music Center within 24 hours or it will be subject to repossession. Failure to return the rented equipment to Holy Names Music Center in the event of default at their request may constitute under the laws of this state, an act of theft which is considered a felony punishable by fine or imprisonment.

Repossession: If Holy Names Music Center declares a Renter to be in default of this Agreement, Holy Names Music Center is entitled to repossess the equipment according to the State of Washington and Federal law. If Holy Names Music Center takes possession of the equipment, it is agreed that this agreement shall terminate and there shall be no further responsibility on either party with the exception that the Renter will be liable for past due payments. Renter will also be responsible for any collection fees associated therewith.

Auto Pay: By initializing the Auto Pay box in the rental application, the Renter authorizes the automatic debiting of the credit card on file for monthly payments under this Agreement.

Replacement Coverage (Loss/Damage Waiver): Renter is responsible and liable for the loss or damage of the rented equipment other than ordinary wear and tear. In the event of loss or theft, or damage beyond repair of rented equipment, Renter will be responsible for compensating Holy Names Music Center in an amount equal to the Retail Purchase Price of the equipment in question, less any applicable rental payments. Holy Names Music Center will subsequently provide a replacement instrument of equal quality. Proof of loss and circumstances satisfactory to Holy Names Music Center will be required. For this coverage, rental account must be current and Renter must file a police report within 24 hours and notify Holy Names Music Center within 48 hours.

Repair and Maintenance: Holy Names Music Center will make the appropriate repairs and adjustments to keep the equipment in proper playing condition as long as the account is current. This does not include the restoration of finish, willful damage, careless handling, cleanings or replacement of expendable accessories such as but not limited to strings, rosin, reeds, etc. The Renter is responsible for the maintenance and servicing of the rental equipment. **Loaner:** In the event that the rented equipment needs to be returned for repairs taking more than 3 working days, a loaner may be provided by Holy Names Music Center, free of charge (subject to availability).

Size Upgrade: Holy Names Music Center will exchange a rental instrument for the next size up at any time. Renter will retain all accumulated purchase credits.