

# BK Violins

4177 Loch Highland Parkway NE

Roswell, GA 30075

678-352-0222

www.violinatlanta.com

## Instrument Rental Agreement

Customer: \_\_\_\_\_ Home Ph: \_\_\_\_\_ Cell: \_\_\_\_\_

Drivers License: \_\_\_\_\_ Business Ph: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

VISA MC DISC #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CCV: \_\_\_\_\_

VISA MC DISC #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CCV: \_\_\_\_\_

Student's Full Name: \_\_\_\_\_

School Name: \_\_\_\_\_ County: \_\_\_\_\_ Teacher: \_\_\_\_\_

Guardian (if o/t Customer): \_\_\_\_\_ Phone: \_\_\_\_\_

**BKViolins hereby agrees to rent the undersigned Customer the following instrument:**

Type: \_\_\_\_\_ Brand: \_\_\_\_\_ Size: \_\_\_\_\_

Serial: \_\_\_\_\_ Value: \$ \_\_\_\_\_ Condition: \_\_\_\_\_

**The monthly Payment will be as follows:**

Rental Fee: \$ \_\_\_\_\_

Maintenance: \$ \_\_\_\_\_

Sales Tax: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**The initial payment upon the signing of this agreement is \$ \_\_\_\_\_ consisting of \_\_\_\_\_ monthly payment(s) in advance.**

**I understand the terms, conditions, definitions, rates, costs and prices as explained on both sides of this lease contract. I also understand that this rental contract will begin on \_\_\_\_\_ and that the next payment will be due on \_\_\_\_\_ and monthly thereafter.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I hereby authorize BK Violins to charge the above credit card monthly for the full amount of due payments. I understand that a declined credit card will result in a \$15.00 fee.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acceptance by BK Violins: \_\_\_\_\_ Date: \_\_\_\_\_

## Rental Agreement Terms and Conditions

1. **ACCEPTANCE: CANCELLATION:** Execution of this Agreement and/or acceptance of delivery of the instrument by the Customer constitutes Customer's acceptance of all terms and conditions of the Agreement. This Agreement shall become a contract upon delivery of the instrument by *BK Violins* (hereinafter referred to as "the Company"). This Agreement may be canceled at any time by Customer by payment of all monthly installments and/or fees incurred through the date of cancellation, and by return of the instrument, its case and all its accessories to the Company. Upon receipt by the Company of the instrument, authorized written termination of this Agreement shall release the Customer from any further liability under this Agreement. No refunds will be given for rental payments made prior to cancellation.
2. **PURCHASE CREDIT:** The Company will allow a 100% rental credit (excluding insurance, maintenance, and repair) to be applied to the purchase of a new instrument, up to a maximum of 50% of the purchase price of the new instrument. Rental credit expires 3 months after the end of this Agreement.
3. **MAINTENANCE:** The Company will provide any adjustments and maintenance necessitated by normal playing to keep the instrument in perfect playing condition under this Agreement. Maintenance does not cover repair or loss of strings. Under no circumstances shall maintenance or repair be performed by anyone other than the Company. Maintenance coverage policy is void if lease payments are not up to date including all fees associated with this Agreement.
4. **LOSS & DAMAGE:** Company will not hold the Customer responsible in the event of loss, theft or non-repairable damage of the instrument, except for the payment of the deductible noted below, provided that the following conditions are met, as applicable: 1) Payments must be current; 2) A signed copy of a police report or fire report must accompany claim; 3) If the instrument is lost at school, a report signed by the string teacher must be provided. Deductible: Violin \$150 Viola \$200 Cello \$250 Bass \$350
5. **DEFAULT:** Customer shall be in default under this Agreement if Customer: 1) fails to notify the Company if she/he no longer has the credit card accounts listed on page 1 of this Agreement; 2) fails to provide valid replacement cards upon the expiration, termination or cancellation of Customer's credit cards listed on page 1 of the Agreement; 3) fails to inform the Company of any change of address as listed on page 1 of this Agreement; 4) allows maintenance or repair to be performed by anyone other than the Company; 5) fails to pay all amounts due under the Agreement. Upon such default, the Company may 1) charge the Customer's credit cards for the sums due under this Agreement, plus all reasonable costs of collection; 2) charge the full replacement cost of the instrument, unless the instrument is returned promptly upon demand and in good condition except as noted under the Loss & Damage Waiver below.
6. **MISCELLANEOUS:** Sales tax amounts established in this Agreement will increase or decrease in accordance with any local, state, city or federal taxation changes. A facsimile or photocopy of this Agreement shall have the same legal effect as an original. If any provision herein is determined to be unenforceable, the remaining terms of the Agreement shall remain in full force and effect. Customer acknowledges receipt of a true copy of this Agreement at the time of delivery of the instrument and authorizes the Company to 1) make whatever credit inquiries it deems necessary in connection with this Rental Agreement or 2) answer questions about its credit experience with the Customer. In the event of a dispute, the provisions of this Agreement shall be governed by Georgia Law.