

# 2016 STRING INSTRUMENT RENTAL AGREEMENT

MWS Entertainment & Publications, LLC. 787 S. State Street, Westerville, OH 43081 Office (614) 523-2561

## Instrument is for Rental Only

All Fields Must Be Completed

Renter's Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_  
Cell Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_ SS#: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Driver's License #: \_\_\_\_\_ Employer: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Employer's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Credit Card Name: \_\_\_\_\_ Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Spouse's Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ SS# \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Driver's License #: \_\_\_\_\_  
Employer: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Employer's Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of nearest friend or relative not living with you: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Home Phone:(\_\_\_\_) \_\_\_\_\_

Student's Name: \_\_\_\_\_ School: \_\_\_\_\_

Instrument: _____	Monthly Rental Fee: _____	Monthly Fee: _____
Brand: _____	Sales Tax: _____	X2: _____
Model #: _____	Total: _____	Min. Rental _____
Serial#: _____	Please Initial: _____	Please Initial: _____ (2 Month Minimum)

- To initiate this Agreement MWS Entertainment & Publications, LLC., an Ohio, Limited Liability Company hereinafter referred to as MWS hereby agrees to rent to the above stated party, hereinafter referred to as "Customer," the above stated product, hereafter referred to as "Instrument" for a minimum of two (2) months. The minimum of two (2) months of rental payments are due at the time this contract is executed and represents the first and last rental payments to be made. These payments are not refundable. Hereafter, regular payments shall be payable and due on the 7<sup>th</sup> (seventh) of each succeeding month until the Agreement is satisfied.
- It is agreed between the parties that all money paid, with the exception sales tax and maintenance fees (which is due monthly with rental payment) will apply toward the rental of Instrument. The rental period must be continual and uninterrupted. Full ownership and title of Instrument remains vested with MWS. Customer may rent said Instrument as long as Customer deems necessary and Customer has the option to exchange the Instrument for a larger size should the player of the Instrument be a child. No refunds will be made on rental fees paid. **The Instrument listed above is for rental only.**
- Customer may terminate the Agreement by returning, at any time, so long as the Instrument is returned in good condition, as determined by MWS at its sole discretion. At the time of termination, any rental payments and/or late fees accrued from the date of execution through the date of termination must be paid in full. If MWS, in its sole discretion concludes, or has reason to believe Instrument has been damaged (either accidentally or intentionally), and said damage is determined to exceed "normal wear and tear," Customer agrees to pay for any and all repair or replacement costs.
- An Instrument Maintenance Plan is available with the signing of this Contract for an additional cost of five dollars per month (\$5.00).\_\_\_\_\_. Said Maintenance Plan does not cover a loss, or the replacement cost, damage sustained to Instrument as a result of fire, theft or destruction of Instrument, either intentionally or accidentally. At no time will the damage exceed the value of the Instrument. Plan does cover periodic maintenance checks conducted by MWS technicians to correct mechanical deficiencies that are a result of "normal wear and tear" on Instrument. For purposes of this paragraph, "normal wear and tear" is defined as: mechanical deterioration as a result of friction caused by the everyday normal use of said Instrument for the purpose of musical enjoyment and/or pursuit of educational goals. MWS, at its sole discretion, will determine whether damage sustained to Instrument falls within the definition of "normal wear and tear."
- MWS reserves the right, at its sole discretion, to repossess Instrument, wherever found, and terminate this Agreement if Customer's account becomes delinquent by more than thirty (30) days. If MWS elects to repossess the Instrument and/or terminate this Agreement, Customer shall be responsible to pay all past due rental payments, taxes, maintenance fees and late fees. In addition, Customer shall be responsible for any and all expenses incurred by MWS, including court costs, attorney's fees and collection activity by a third party, in its attempts to repossess Instrument and the collection of past due accounts. If the Agreement is terminated, the parties hereby agree the remaining unpaid monthly payments owed by Customer under the terms of this Agreement are accelerated and are due upon demand by MWS as liquidated damages. MWS reserves

the right to pursue and available remedy at law or equity to obtain possession of the Instrument, plus the payment of past due rental payments, late fees, taxes, maintenance costs and liquidated damages.

6. The parties hereby agree, a late fee of two dollars (\$2.00) per day will be assessed to Customer's account for any payment processed after the seventh (7<sup>th</sup>) day of the month.
7. *Customer agrees to allow MWS to process all rental payments using a valid credit card, to be supplied by Customer. Customer will promptly notify MWS of any change of address, phone number, credit card or expiration date of card. MWS does not accept any rental payments in the form of cash, check/ debit cards or money orders. Should Customer become unable to meet the obligations set forth in this provision MWS must be notified immediately and arrangements made to return Instrument to MWS.. Customer executing Rental/Purchase Agreement must be same individual supplying MWS with valid credit card. Any breach of a provision contained within this paragraph is grounds for MWS to terminate the Agreement and demand return of Instrument.*
8. This agreement contains the entire understanding of the parties with respect to the subject matter, and it supercedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This agreement, in whole or in part, cannot be modified, extended, discharged orally or enlarged unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any change, modification, extension or discharge is sought. Furthermore, no waivers of compliance as to the terms of any provision or condition contained herein shall be effective unless evidenced by an instrument in writing duly executed by the parties.
9. MWS's failure to enforce and/or exercise its rights under any provision of this Agreement does not constitute a waiver of said right.
10. The parties understand and agree that if a court holds any part, term or provision of this Agreement to be illegal or in conflict with State of Ohio law, the validity of the remaining portions, provisions or terms shall not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term, provision or portion held to be invalid.

**MWS Associate:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_