

ACCOUNT NUMBER _____

RENTAL PURCHASE AGREEMENT
SCHOOL APPROVED RENTAL INSTRUMENT

All County Music INC.

8136 North University Drive • Tamarac, Florida 33321 • (954) 722-3424 • Fax (954) 720-2749

Date ____/____/____

INSTRUMENT _____ SERIAL NUMBER _____
 BRAND _____ MODEL _____

- NEW
- LIKE NEW
- USED

PARENTS or CO-SIGNER (PLEASE COMPLETE ALL INFORMATION)

MOTHER'S NAME _____ HOME PHONE (____) _____
 ADDRESS _____ CELL PHONE (____) _____
 CITY _____ STATE _____ ZIP CODE _____ E-MAIL ADDRESS: _____
 FL DR. LIC.# _____ SOCIAL SECURITY # _____
 MOTHER'S EMPLOYER _____
 CITY _____ STATE _____ ZIP CODE _____ PHONE (____) _____
 FATHER'S NAME _____ HOME PHONE (____) _____
 ADDRESS _____ CELL PHONE (____) _____
 CITY _____ STATE _____ ZIP CODE _____ E-MAIL ADDRESS: _____
 FL DR. LIC.# _____ SOCIAL SECURITY # _____
 FATHER'S EMPLOYER _____
 CITY _____ STATE _____ ZIP CODE _____ PHONE (____) _____

STUDENT'S NAME _____ SCHOOL _____ GRADE _____

CREDIT CARD / CHECKCARD INFORMATION

CREDIT CARD: VISA MasterCard Amex Discover
 CHECKCARD: (For automatic monthly payments only) VISA MasterCard
 Card Holder's Name _____ Acct. # _____ Exp. Date ____/____/____

DEPOSIT AND MONTHLY RENTAL FEES

INITIAL PAYMENT:

Rent Now Due	FIRST MONTH FREE
Refundable Deposit	\$ _____
Repair & Replacement per Month	\$ _____
~ OR ~ Maintenance per Month	\$ _____
Coupon Book Fee	\$ _____
Sub Total	\$ _____
Sales Tax	\$ _____
Total Now Due	\$ _____

PAYMENT METHOD: CREDIT CARD CASH CHECK # _____

BREAKDOWN OF MONTHLY PAYMENT:

Rental Fee	\$ _____
Repair & Replacement or Maintenance	\$ _____
Sales Tax	\$ _____
TOTAL: Prompt Monthly Payment	\$ _____

Number of Payments for Payoff _____ Start Date ____/____/____

PURCHASE PRICE

Rental purchase price of instrument listed above Less exchange credits/trade-in = Rental purchase price
 # _____
 \$ _____ - \$ _____ = \$ _____

PAYMENT METHOD (SELECT ONE)

- (INITIAL) _____ AUTO CHARGE CREDIT OR CHECK CARD
 I (we) hereby authorize All County Music, Inc. or its agent to charge the monthly payment hereunder to my credit or check card account indicated on contract to continue while this contract is in effect to:
 Type of Credit Card: VISA MasterCard Amex Discover
 Type of Check Card: VISA MasterCard
- (Initial) _____ Coupon Book (N/A for Check Card Customers)
 I (we) will be responsible for paying All County Music, Inc. or its agent directly on a monthly basis. A one time \$20 fee will be charged for a coupon book.

RENTAL SERVICE AGREEMENT (SELECT ONE)

- (INITIAL) _____ Acceptance of Repair & Replacement (Section II)
- (INITIAL) _____ Acceptance of Maintenance Agreement (Section III)

SERIAL NUMBER VERIFICATION

- (INITIAL) _____ I have verified that the serial number on this contract matches the instrument I am renting.

NOTICE TO CUSTOMER:

- Do not sign this rental-purchase agreement BEFORE YOU READ BOTH PAGES OF IT or if it contains any blank spaces.
- You are entitled to an exact copy of the rental-purchase agreement you sign. Keep it to protect your legal rights.

I. RENTAL AGREEMENT:

This agreement contains writing on both pages. Please read both pages carefully before signing. This instrument remains the property of ALL COUNTY MUSIC, INC. I have agreed to pay the rental fees of the above described instrument for three (3) months. Instruments rented for adults are for a minimum of (5) five paid months. I understand and agree to the following:

- Rental fees and Repair & Replacement and/or Maintenance fees are payable monthly in advance and will be due on the of each month.

CONTRACT CONTINUES ON SECOND PAGE

I (WE) HAVE READ BOTH PAGES OF THIS DOCUMENT AND FULLY UNDERSTAND THE PROVISIONS OF THIS CONTRACT AND AGREE TO ABIDE BY THEM.

_____ CUSTOMER SIGNATURE

for ALL COUNTY MUSIC, INC.

Satellite Number _____

Customer or Co-Signer Signature _____

2. I may continue to rent the above described instrument on a monthly basis after paying three (3) months at the established rental price set forth in this contract. I may return the instrument after paying (3) three months without further obligation. Adult rentals may continue to rent on a monthly basis after paying (5) five months at the established rental price set forth in this contract. I may return the instrument after paying (5) five months without further obligation.
3. I agree to pay a refundable security deposit.
4. In the event any monthly bill is not paid when due, and such bill remains unpaid for ten (10) days, ALL COUNTY MUSIC, INC., may collect, in addition to the unpaid balance, late charges in the amount of five dollars (\$5.00). ALL COUNTY MUSIC may charge rental, Repair & Replacement, Maintenance, and late fees to my credit card or check card listed on this contract.
5. In the event the rental fees are delinquent by more than thirty (30) days, ALL COUNTY MUSIC, INC., is authorized to repossess the above described instrument at any location at which the instrument may be found, or ALL COUNTY MUSIC, INC., will charge to the account listed on this contract for the full amount of the instrument and the customer will be deemed to have purchased said instrument.
6. The customer will be responsible to reimburse ALL COUNTY MUSIC, INC., at the established purchase price, if said instrument is lost, destroyed, stolen, or damaged in excess of normal wear and tear.
7. Upon the termination of this agreement and the return of said instrument, if repairs are required, or if the account is delinquent, ALL COUNTY MUSIC, INC. will deduct the cost of such repairs or delinquent amount from said deposit, and any balance remaining, will be returned to the customer. If repairs or the delinquent amount exceed the deposit, the customer will be responsible for the additional balance, and the credit card or check card listed on account will be charged.
8. Deposit monies will be returned within thirty (30) days after the instrument is returned, subject to the provisions of Paragraph 7. There is no pro-rating of rental payment or fees when the instrument is returned.
9. I agree to pay ALL COUNTY MUSIC, INC. all reasonable attorney fees, court costs and collection agency fees incurred by them in the event any legal or collection proceedings are brought against me for the payment of a delinquent account or for any replevin action to recover this instrument.
10. This instrument cannot be taken out of Dade, Broward, Palm Beach, Collier, Martin, Alachua, Marion, Gilchrist, Levy, Dixie, Columbia, Union, Bradford and Putnam counties without the written consent of ALL COUNTY MUSIC, INC.
11. Customer agrees to notify ALL COUNTY MUSIC, INC. in writing of any change including address, credit card and child's school information.
12. All law suits under this contract must be brought in Broward County, Florida.

II. REPAIR & REPLACEMENT AGREEMENT

If the Repair & Replacement Agreement is selected, a monthly fee will be assessed as reflected on the front of this contract. The Repair & Replacement Agreement is as follows: All adjustments and repairs necessary to keep this instrument in proper playing condition, and caused by accidental damages, shall be performed free of any additional charge under the terms of this Agreement. All repairs must be made by ALL COUNTY MUSIC, INC. In the event of loss by theft or accidental damage that renders the instrument unusable, ALL COUNTY MUSIC, INC. agrees to provide the customer with a replacement of like quality and condition at time of loss. The underlying contract on the original instrument will still be the responsibility of the customer, as amended to reflect the description of the replacement instrument. Proof of loss must be substantiated by the customer by supplying ALL COUNTY MUSIC, INC. with any and all Police reports within seventy-two (72) hours after said loss. Customer understands and agrees if the account is more than 10 (ten) days in arrears, ALL COUNTY MUSIC, INC. is released from any responsibility to repair or replace the instrument.

EXCLUSIONS TO REPAIR & REPLACEMENT AGREEMENT

The following are not covered by this Agreement:

1. Loss due to negligence (i.e., instrument left unattended or in an unsecured area.)
2. Replacement of lost or damaged parts that do not affect the playing ability of the instrument.
3. Replacement of accessories, such as but not limited to: Mouthpieces, reeds, swab, lyre, drumsticks, mallets and strings.
4. Dents or bends that do not affect the playing ability of the instrument, and finish not included in the manufacturer's warranty.
5. Deliberate or malicious damage as determined by ALL COUNTY MUSIC, INC.

III. MAINTENANCE AGREEMENT:

If the Maintenance Agreement is selected, a monthly fee will be assessed as reflected on the front of this contract. The Maintenance Agreement is as follows:

1. Regulations, adjustments, pads, corks, springs, felts, stuck mouthpieces, frozen tuning slides, peg adjustments, fine tuning adjustments, resetting of sound posts, bridge adjustments are covered.
2. Not covered are replacement of accessories, such as but not limited to: Mouthpieces, reeds, swabs, lyre, drumsticks, mallets, drum heads, strings, etc. or any damage due to misuse to any instrument, lost or stolen instrument, scratches or deterioration of the finish.

IV. PURCHASE AGREEMENT:

1. I understand that I may purchase said instrument or apply payments towards a similar instrument in the Pro-Rent™, Rental Purchase agreement at any time during the contract.
2. If the instrument is purchased, a thirty (30) percent discount will be offered on the unpaid balance if the account is current and in good standing.
3. Only the first THIRTY-SIX (36) months of rental fees will be applied toward the purchase of this instrument. All rental fees paid beyond thirty-six (36) months cannot be credited toward the purchase of any instrument. Exchanged instruments can receive accrued rental credits from only one previous contract to another rental purchase agreement. Multiple exchanges will not accrue additional credit.
4. Monthly maintenance fees or Repair & Replacement fees are not credited toward the purchase price of the instrument.
5. If at any time during this agreement the monthly rental fees are more than ten (10) days delinquent, all credit toward the option to purchase will be forfeited.
6. At the time the customer acquires ownership of the instrument, if any part of the manufacturer's warranty covering the instrument exists, such warranty will be transferred to the customer, if allowed by the terms of the warranty.

V. REINSTATEMENT:

A customer who fails to make timely rental payment has the right to reinstate the original rental-purchase agreement without losing any rights or options previously acquired under the rental-purchase agreement, if the customer abides to all of the following:

1. The customer promptly surrenders the rental property to ALL COUNTY MUSIC, INC. or its agent upon request
2. The customer tenders a five dollar (\$5.00) reinstatement fee within sixty (60) days after the expiration of the last rental period for which the customer made a timely payment.
3. The customer pays all unpaid rental payments, a rental renewal charge of five dollars (\$5.00), and reinstatement fee, and any delivery charges.

VI. BANKRUPTCY OF CUSTOMER

A customer who files for protection under Title 11 of the United States Code relating to bankruptcy agrees to the following:

1. The title to the instrument at all times during the term of this contract remains in the name of ALL COUNTY MUSIC, INC. ALL COUNTY MUSIC, INC. is entitled to the immediate return of the instrument without first seeking relief in the Bankruptcy Court.
2. The instrument is not property of the debtor's estate as defined in Section 541, 11 USC § 541, and should not be administered by the Trustee in Bankruptcy.
3. If the customer wants to keep the instrument and, if the payments under this agreement are delinquent at the time the customer files for protection under the Bankruptcy Code, the Trustee may assume this agreement and continue to make the payments if the Trustee first compensates ALL COUNTY MUSIC, INC. for all payments due and provides adequate assurance of future performance.