



Violin & Co.
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Instrument Rental Agreement

Terms & Conditions

Please read the following Terms and Conditions (herein referred to as T&Cs) carefully BEFORE signing the rental agreement with **JCStrings d/b/a Violin & Co.** (herein referred to as **Violin & Co.**) We may modify these T&Cs, for any reason at any time, by posting a new version on Our Website and informing the current renters via electronic mail. The continuation of the instrument rental following the posting of modified terms will be subject to the current T&Cs in effect. If you are not in agreement with the new T&Cs, please return our instrument as soon as possible to end your rental contract.

Your signature on the rental application certifies the rental of the described instrument, and you may continue to rent it as long as you desire. By signing this agreement, you agree to the following terms: **i)** the rental fee and rental Damage Repair Coverage payment is not refundable. **ii)** the instrument may be returned to **Violin & Co.** at any time after the trial period without further obligation, providing your account is current. **iii)** this is a rental contract only and is NOT a “rent-to-own” agreement. **iv)** **Violin & Co.** does not prorate the rental charges therefor if you wish to cancel the contract, please return the instrument before the next payment is due.

All NEW instrument rental contracts are subject to a minimum rental period of four (4) months (herein referred to as “Trial Period”). Including, but not limited to, all returning customers who have terminated contracts and wish to begin a new rental. **Violin & Co.** offers a five dollar (\$5.00) per month discount to households renting multiple instruments, the discount is valid on a maximum of two additional instruments. Other discounts on instrument rentals are available with our “School Year” promotion (rental duration of nine (9) months) and further discounts on twelve (12) month rentals with payment made in full at the time of signing. A full table of prices is available upon request. If a rental contract begins on a discounted rate (nine (9) or twelve (12) month plan) and reverts to a month-to-month payment plan once the original contract has ended the discounted rate is void and the contract will continue with **Violin & Co.**’s standard monthly rates, refer to “Standard Instrument Rentals” for pricing chart.

1. Standard Instrument Rentals: Standard rentals are budget-friendly without sacrificing sound. They are designed for students looking to have a well-adjusted instrument that brings out their best sound. **Violin & Co.** strongly believes the quality of the rental instrument is a crucial factor in the student’s ability to learn to play any instrument. Our philosophy is to invest in higher quality instruments, replace the factory strings and bridges, and finely tune each instrument for each of our customers. All of our rental instruments undergo the same professional setup with high quality European or D’Addario “Prelude” strings, German tailpiece, and bridge carved in our shop. String upgrades are available on rental instruments upon request for an additional fee. **Violin & Co. has the right to cancel any rental contract and recall the instrument in the event of repeated incidents of abuse or prolong delinquent status.**

Instrument	Size	Rate	DRC	Deductible	Equipped with:
Violin	1/8” or smaller 1/4” – 4/4”	\$20/mon \$25/mon	\$5	\$250	-European or D’Addario “Prelude” Strings -German Wittner tailpiece -Shop adjusted bridge
Viola	13” – 16 1/2” 11” – 12”	\$30/mon \$25/mon	\$7	\$300	-European or D’Addario “Prelude” Strings -German Wittner tailpiece -Shop adjusted bridge
Cello	1/8” or smaller 1/4” – 4/4”	\$35/mon \$45/mon	\$10	\$450	-European or D’Addario “Prelude” Strings -German Wittner tailpiece -Shop adjusted bridge
Bass	1/4” – 4/4”	\$65/mon	\$15	\$500	-D’Addario or Corelli Strings -Shop adjusted bridge
All Violin & Co. rental instruments include: Instrument, Case, Bow, and Rosin					

2. Advanced Rentals: Advanced violins, violas, and celli are also available for the serious performer. These instruments are priced according to the make & model chosen.

3. Economy rentals: Due to the very low demand for Economy rentals, JC Strings has discontinued economy instruments and has only a very limited quantity of select sizes.

4. Rental Maintenance: Under the rental agreement, **Violin & Co.** covers routine maintenance necessary to keep the instrument in proper playing condition. We will make adjustments (bridge and pegs) to the instrument without charge during the rental period provided the account is in good standing. The contract also covers **one** full set of strings per rental year. Replacement of broken strings does not fall under routine maintenance, breakage is considered negligence due to improper tuning. In addition, broken strings must be replaced with same or equal quality strings, by the renter, through **Violin & Co.** only. All rental instruments must be exclusively maintained and repaired by **Violin & Co.** If it is determined repairs were made by anyone other than our specialists, the customer will be liable for any damage and resultant repair costs. In addition, all **Violin & Co.** rentals can be exchanged for a different size as the student need arises at no additional charge. **Please note:** If upsizing from a 1/8" or smaller sized instrument to a 1/4" – 4/4" sized instrument, the monthly charge will increase, please refer to "Standard Instrument Rentals" for price chart.

5. Rental Repair and Damage: Customers without DRC (see "Damage Repair Coverage" for details), are responsible for paying the full retail value of the rental instruments, as noted on the rental application, if the instrument is damaged beyond repair. Customer will also be liable for any and all repairs not covered under our standard rental maintenance (see "Rental Maintenance" for further detail) You can choose the optional DRC to assist with some of the liability.

6. Damage Repair Coverage: The Damage Repair Coverage (herein referred to as "DRC") covers loss or damage to the rental instrument due to theft or fire. An original, non-fraudulent, Police Report must be presented, dated within three (3) days of loss showing forced entry or accidental/unintentional fire. The DRC will not cover theft or loss without documented proof from law officials. **The DRC does not cover mysterious disappearance, negligence, or malicious damage.** Such determination as to negligence or malicious damage will be at the sole discretion of **Violin & Co.** management and shall be reasonably made based on our years of experience. In addition to the routine maintenance included with the standard rental agreement, the DRC covers: i) open seams, ii) breakage and adjustments to the sound post or bridge iii) ungluing of the fingerboard, iv) minor varnish wear, and v) bow re-hair/repair. The DRC will also cover up to one bow replacement, per instrument, in cases where the bow is damaged beyond repair. The DRC does not cover broken strings, this is considered negligence due to improper tuning. In addition, strings must be replaced with same or equal quality strings, by the renter, through **Violin & Co.** only. Also, due to their fragility, rented wooden bows broken at the stick or tip are NOT cover. Customers renting a cello will be charged a fee of one hundred dollars (\$100) if the neck breaks off of the instrument, regardless of how it occurred. If the instrument is damaged beyond repair or if the cost of repair outweighs the cost of the instrument, the customer is responsible for paying the deductible listed below and as noted on their contract. The DRC is automatically applied to any and all rental agreement unless a Liability waiver is signed. Once the DRC is waived it cannot be added at a later time. The DRC cannot be waived on rentals through schools, or school programs, where the musician is under the age of 14. **Please note: The DRC agreement is void if the account is delinquent by more than seven days. Violin & Co. reserves the right to discontinue existing DRC coverage in the event of repeated incidents of abuse.**

	Violin	Viola	Cello	Bass
Monthly DRC rate	\$5	\$7	\$10	\$15
Deductible <i>Applicable if instrument is damaged beyond repair</i>	\$250	\$300	\$450	\$500

7. Payment: All contracts have a minimum trial period of four (4) months. After the trial period, your credit card will be charged the total monthly charge (listed on your rental application) each month after the trial period until the instrument is returned. **The trial period payment is nonrefundable.** With our rental promotions, payment is due at signing, and no monthly charges will occur until the promotion is over. If the instrument is not returned at that time, monthly charges will begin until the instrument is returned. In the event of a late payment, or your credit card is not valid or is declined, a late fee of \$5.00 per payment period will be assessed to any rental payment received more than 10 days after the due date. If the account becomes more than 60 days past due, a late fee of \$25 per month in addition to the monthly rental fee will be charged. If **Violin & Co.** is forced to employ the services of a collection agency or attorney to recover the past due balance or instrument, the customer will be responsible for paying all expenses incurred in enforcing

this agreement, including attorney, collection agency fees, and all past due payments. **There is a \$30.00 charge for all returned checks.**

8. Rental Credit Policy: **Violin & Co.** does not operate on a rent to own basis, however, rental fees can be applied toward the purchase of a NEW instrument. The rental instrument is NOT FOR SALE. Credit is applied as follows and cannot be applied or combined with sale, clearance, or discounted instruments:

Violin	Retail cost of instrument is \$1500 or less, up to 25% off Retail cost of instrument is \$1501 or greater, up to \$500 credit
Viola	Retail cost of instrument is \$1500 or less, up to 25% off Retail cost of instrument is \$1501 or greater, up to \$500 credit
Cello	Retail cost of instrument is \$2,000 or less, up to 25% off Retail cost of instrument is \$2,200 or greater, up to \$600 credit
Bass	Retail cost of instrument is \$2,000 or less, up to 25% off Retail cost of instrument is \$2,200 or greater, up to \$600 credit

All credits and discounts are dependent on duration of rental contract and a history of good standing. Rental credit cannot be used toward services, accessories, cases, or bows. Should you use your rental credit to purchase an instrument and wish to upgrade in the future, **Violin & Co.** will issue a 60% credit toward the purchase of an upgraded instrument whose value is 25% greater than that of the trade in. The 60% is of the final original purchase price, after all discounts and credits were applied. **Violin & Co. will never issue a cash refund of rental credit.**