

RENTAL AGREEMENT TERMS AND CONDITIONS

The Renter, rents from Allegro Music the instrument listed on the front side, under the following terms and conditions:

1. **Term:** The term of this Agreement is from month to month. This Agreement may be terminated by the renter at any time, by taking the following steps:
 - a. Return of the Instrument, Instrument case and all parts and accessories accompanying the rental Instrument (collectively and "Instrument") to Allegro Music in good condition, normal wear and tear excepted.
 - b. Payment of all monthly rental payments, late charges and any other fees that are due up to the time of return of all rented items. The monthly rental WILL NOT be prorated to the date of return. No refunds will be made of rent paid.
2. **Payment:** The Total Monthly Rental Payment listed on the front side shall be received by Allegro Music on or before its due date.
2.1 Late Charges: In the event payment is delinquent for more than five (5) days, Allegro Music shall have the right to charge a late fee of \$5.00 for each month that payment is late.
3. **Insurance:** The instrument will be insured by Allegro Music for the following: burglary or theft, fire, lightning, flood and water, accidental damage, vandalism, smoke, wind and hurricane.
3.1 Deductible: There is a \$50.00 deductible for a Theft or Loss Claim and a \$50.00 deductible for a Damage Claim.
Step-Up instruments have a \$100.00 deductible for Theft, Loss or Damage Claims.
4. **Insurance Default:** In the event that this rental account becomes past due, the insurance coverage will be void. In such a case, if the instrument is lost, stolen or damaged, the Renter will be liable for the full amount of any damage incurred or, in the event of a total loss, 80% of the full retail replacement value of the instrument.
5. **Maintenance:** Maintenance is included in this agreement at the amount listed on the front side. Maintenance covers any repair or replacement of any part that is damaged due to accidental breakage and repair or replacement of any malfunction or maladjustment or any worn, loose, or improperly fitted parts. The maintenance does not include mouthpieces, mouthpiece caps, ligatures, reeds, lyres, swabs, strings, or any accessories. The maintenance does not cover loss resulting from ill usage, abuse, neglect, fire, or theft. Renter agrees that the maintenance will become void if the rental account becomes past due.
6. **Service:** All repairs and service work on the instrument shall be performed solely by Allegro Music. In its sole discretion, Allegro Music will strive to repair or provide a suitable replacement instrument within a reasonable time; however the renter waives any incidental or consequential damages arising from Allegro Music's delay in providing a replacement instrument.
7. **Credit Toward Purchase:**
 - 7.1 **Used Instruments:** Within 30 days of the return of a Used Instrument in accordance with paragraph 1, the Renter may apply up to 24 Monthly Rental Payments (not including the insurance, maintenance fees and tax) to the rental or purchase of one new band or orchestra instrument of equal or greater value. This credit is available for payments made on a continuous and timely basis.
 - 7.2 **New Instruments:** Within 30 days of the return of a New Instrument in accordance with paragraph 1, the Renter may apply up to 24 Monthly Rental Payments (not including the insurance, maintenance fees and tax) to the rental or purchase of one new band or orchestra instrument of equal or greater value. This credit is available for those payments made on a continuous and timely basis.
 - 7.3 **Application of Credit:** The credit on a sale shall be applied toward the manufacturer's suggested retail price, not a "sale" or "discounted" price. The credit against a subsequent rental can be applied at the beginning or end of the rental period. If a new instrument is being purchased, Allegro Music will take off an additional 20% after the application of the credit. The credit is available only on those in-stock product lines carried by Allegro Music.
8. **Default:** The renter shall be in default of this agreement upon the occurrence of any of the following:
 - a. Non-payment of the Total Monthly Rental Payment and any applicable late charges when due.
 - b. In the event the Instrument receives inadequate care or intentional abuse as determined by the sole discretion of Allegro Music.
 - c. Any other violations of the terms and conditions contained in this rental agreement.
 - d. Upon determination that the Renter has provided inaccurate information on the front side of the Agreement.
9. **Remedies:** In the event of a default of the Agreement by the Renter, Allegro Music shall have the following remedies:
9.1 Cumulative Remedies: The remedies contained herein are cumulative; nothing contained in this Agreement shall require Allegro Music to exercise these remedies in any specific order.
 - a. The immediate and safe return of the Instrument in good condition, reasonable wear and tear excepted.
 - b. The immediate acceleration and payment of all unpaid rental and other charges pursuant to this Agreement.
 - c. Reimbursement of any expenses incurred in the collection of the account or repossession of the instrument or other rented equipment, including but not limited to attorney's fees and costs.
 - d. The immediate payment in full of the retail value of the Instrument in the event of loss or damage beyond repair if the Insurance is not in effect, or for the cost of repair if the Maintenance is not in effect.
 - e. To terminate any remaining obligation of Allegro Music to rent under this Agreement.
 - f. Such other remedies as available in law or at equity, that Allegro Music may have. The renter consents to jurisdiction and venue in the courts located in Maricopa County, Arizona.
10. **Rules:** In addition to the requirement provided above, the Renter shall follow the following rules at all times, which are a material part of this Agreement:
 - a. To notify Allegro Music of any change of address, phone number or credit card number within 15 days.
 - b. Not to remove the Instrument from the State of Arizona, without Allegro Music's prior written permission.
 - c. To retain the Instrument in the possession of the Renter, or family member of the Renter, at all times.
 - d. To keep the Instrument clean and in good condition.
11. **Transferability:** This Agreement is not transferable by the Renter and may not be assigned by the Renter to any other party. This Agreement is transferable by Allegro Music without prior notice to the Renter.
12. **Ownership:** The Instrument is and shall remain the property of Allegro Music.
13. **Failure to Return:** The Renter is required to return all rented property within 72 hours from failure to make a periodic rent payment, in accordance with the Agreement. Such returns shall be made to Allegro Music at the address contained on the front of this Agreement. Failure to return the rented property within this period of time may be a Class 6 Felony in accordance with A.R.S. 13-1806.
14. **Headings:** Paragraph headings are for informational purposes only and shall not be used to interpret the contents of any paragraph.