

School Instrument Rental Agreement

This is *NOT* a Rent-To-Own Contract

Niemann & Sons Music
3555 E. Lincolnway
Cheyenne, WY 82001
(307) 637-5222

1. Responsible Party Information (Please Fill in Completely) Dated _____

Parent's Name: _____ Previous Customer? (Y/N) _____

Address: _____ How long? _____ Phone # _____

City: _____ State: _____ Zip: _____

Social Security Number: _____ Employer: _____

Work Phone: _____ Cell Phone: _____

E-Mail: _____

Financial Institution (name of bank) _____ 9 digit routing # _____

Checking Account # _____ Name as it appears on account _____

Driver's License #: _____ Date of Birth: _____

Alternate Contact: _____ Contact phone: _____

(If PO Box is listed above)

For your convenience, we will automatically post your monthly payments to the checking account provided for this account. Should you choose to decline the Auto Pay feature, however, Niemann Music, Inc reserves the right to charge all payments and late fees to your checking account should the account become 30 days delinquent. Initial here if you wish to decline Auto Pay >>>> _____

Student Info:

Student's First & Last Name: _____

Address where instrument is kept: _____

Grade: _____ School: _____

Instrument Rented: _____ Monthly Rental Amount: _____

3. Instrument Information (To Be Filled-In By Salesperson)

Instrument _____ Model _____ Serial # _____

Condition of Instrument New Excellent Good

Note Any Damages:

Instrument _____

Case _____

(Please sign the reverse after you have read the terms and conditions)

Niemann & Sons Music School Instrument Rental Terms & Conditions
This Is NOT a Rent-To-Own Plan

1. Initial Payment: The first three months of rent are due when the instrument is rented. This payment is non-refundable. Exception: two full months of rent are due when an instrument is rented for the School District's Summer Music Program.

2. Rental Period: After your initial payment period, rent is billed month-to-month, and falls due on or before the first business day of the month. You may pay in advance for subsequent months, but such payments are non-refundable in the event you return the instrument early.

3. Payments: You will receive a monthly statement from Niemann & Sons Music if you declined Auto Pay. Rent is due on the first of each month. Please pay on time! If you enrolled in the Auto Pay system then your bank account will be charged between the 1st and the 5th and no statement will be mailed to you.

4. Rental Returns: You may return the instrument at any time. Please be aware that Niemann & Sons Music DOES NOT pro-rate for a partial month at the end of your rental period. Any past due payments, service charges, late fees, or repair bills must be paid at the time of the instrument's return. If the instrument is returned within one week of the end of school in June, rent for June will not be assessed.

5. Default: The instrument remains the sole property of Niemann & Sons Music. If the renter defaults on any provisions of this agreement, Niemann & Sons Music has the right to take possession of the instrument without legal process. Renter agrees to pay all reasonable costs incurred by Niemann & Sons Music (including sheriff's services, attorney's fees, collection costs and court costs) in collecting amounts due. A \$25 minimum collection fee will be added on any account that becomes delinquent beyond 30 days if Niemann & Sons Music deems it necessary to collect at the renter's house, place of business, or at the school. This fee applies for each attempt made.

5. Upkeep and Maintenance: Niemann & Sons Music certifies the instrument is in proper playing condition when it is rented. You are responsible for the upkeep and maintenance of the instrument as well as any damage beyond normal wear, including accidental damage caused by you, your child, or your child's teacher.

6. Purchase Credit for Six Months' Rent: Provided your account is in good standing, Niemann & Sons Music will credit up to six months of paid rent toward the purchase of a new or used instrument. **This does not constitute a rent-to-own agreement.** Any rent paid after six months WILL NOT be credited toward a future purchase.

7. Late Payments: Past due accounts shall be subject to late fees as follows: Accounts that become 30 days past due will incur a late payment fee of \$15. Accounts that become sixty (60) days past due will be assigned to a collection agency for collection assistance. The amount due at that time will be the **retail price of the instrument charged on your account, plus any rent and fees owed plus all collection/attorney fees.** This is an automatic turnover unless prior arrangements have been approved by Niemann & Sons Music. PLEASE NOTE: you will receive written correspondence from Niemann & Sons Music prior to your account being assigned to collections. **Please do not hesitate to communicate if you need to make special payment arrangements.**

I have read and agree to all the terms and conditions of this rental agreement.

X _____ Date _____

We look forward to serving you. We hope you will have a good school year and that you will enjoy playing your instrument.