

# MONTHLY RENTAL AGREEMENT

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

## HICKEY'S MUSIC CENTER

104 Adams Street; Ithaca NY 14850  
 Phone: 607.272.8262 Fax: 607.272.2203  
 rentals@hickeys.com Web: www.hickeys.com

LAST NAME

ACCOUNT NO

### 1. Please Fill in Completely:

Father/Guardian: \_\_\_\_\_  
 Father/Guardian Social Security Nr: \_\_\_\_\_  
 Father/Guardian Driver's License Nr: \_\_\_\_\_  
 Father/Guardian Employer: \_\_\_\_\_

Mother/Guardian: \_\_\_\_\_  
 Mother/Guardian Social Security Nr: \_\_\_\_\_  
 Mother/Guardian Driver's License Nr: \_\_\_\_\_  
 Mother/Guardian Employer: \_\_\_\_\_

Home Street Address: \_\_\_\_\_  
 Apartment: \_\_\_\_\_ P.O. Box: \_\_\_\_\_ RR/RD Box: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_  
 Child's Name: \_\_\_\_\_  
 School District/Building: \_\_\_\_\_ Grade: \_\_\_\_\_  
 Day/Cell Phone: (\_\_\_\_\_) \_\_\_\_\_

### 2. Choose an Instrument & Price Level

<b>TYPE A</b> Instruments	<input type="checkbox"/> Flute	<input type="checkbox"/> Trombone (Straight)	<input type="checkbox"/> <b>\$12.95</b> /month (+\$5 POM) standard instruments
	<input type="checkbox"/> Flute (Curved Head)	<input type="checkbox"/> Violin: <u>  </u> 4/4, <u>  </u> 3/4, <u>  </u> 1/2, <u>  </u> 1/4, <u>  </u> 1/8, <u>  </u> 1/10, <u>  </u> 1/16	
	<input type="checkbox"/> Clarinet (Plastic)	<input type="checkbox"/> Viola: <u>  </u> 16", <u>  </u> 15½", <u>  </u> 15", <u>  </u> 14", <u>  </u> 13", <u>  </u> 12", <u>  </u> 11"	<input type="checkbox"/> <b>\$19.95</b> /month (+\$5 POM) new or like-new
	<input type="checkbox"/> Trumpet	<input type="checkbox"/> Snare Drum Kit (Snare Drum & Stand)	
	<input type="checkbox"/> Cornet	<input type="checkbox"/> Junior Percussion Kit (Bells & Practice Pad)	

<b>TYPE B</b> Instruments	<input type="checkbox"/> Piccolo	<input type="checkbox"/> <b>\$19.95</b> /mo. (+\$5 POM)	standard instruments
	<input type="checkbox"/> Flute (Open Hole)	<input type="checkbox"/> <b>\$24.95</b> /mo. (+\$5 POM)	
	<input type="checkbox"/> Clarinet (Wood)		new or like-new
	<input type="checkbox"/> Trombone (w/F Att.)	<input type="checkbox"/> Combo Percussion Kit (Snare, Bells & Stand)	

<b>TYPE D</b> Instruments	<input type="checkbox"/> Bass Clarinet	<input type="checkbox"/> <b>\$29.95</b> /mo. (+\$5 POM) standard instruments
	<input type="checkbox"/> Tenor Sax	
	<input type="checkbox"/> French Horn (Single)	
	<input type="checkbox"/> Baritone Horn/Euphonium	

<b>TYPE C</b> Instruments	<input type="checkbox"/> Oboe	<input type="checkbox"/> <b>\$24.95</b> /mo. (+\$5 POM)	standard instruments
	<input type="checkbox"/> Alto Saxophone	<input type="checkbox"/> <b>\$39.95</b> /mo. (+\$5 POM)	
	<input type="checkbox"/> Soprano Saxophone		new or like-new
	<input type="checkbox"/> Cello:	<u>  </u> 4/4, <u>  </u> 3/4, <u>  </u> 1/2, <u>  </u> 1/4, <u>  </u> 1/8	

<b>TYPE E</b>	<input type="checkbox"/> French Horn (Double)	<input type="checkbox"/> <b>\$39.95</b> /mo. (+\$7 POM) standard instruments
	<input type="checkbox"/> Double Bass	
<b>TYPE F</b>	<input type="checkbox"/> Bassoon	<input type="checkbox"/> <b>\$44.95</b> /mo. (+\$7 POM) standard instruments
	<input type="checkbox"/> Baritone Sax	

### 3. Credit/Debit Card Information

Required for rental. Will be automatically charged each month. See reverse for details.

- Credit     - Debit

Card Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ CV2: \_\_\_\_\_  
 Name on Card: \_\_\_\_\_

### 4. Initial Payment:

<b>POM*</b>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No	Rental Fee: _____
		POM: _____
SKUs	_____	Book(s): _____
	_____	Music Stand: _____
	_____	Care Kit: _____
	_____	Other: _____
	_____	SubTotal: _____
		Sales Tax: _____
		<b>TOTAL:</b> _____

### STORE USE ONLY

Date: \_\_\_\_\_ Sales Rep's Initials: \_\_\_\_\_

Date Rental Ends & Next Payment is Due: \_\_\_\_\_

Amount of Next Payment\*\*: \_\_\_\_\_ plus tax.

Delivery: -Pickup    -Deliver to \_\_\_\_\_

Serial Number: \_\_\_\_\_

### 5. Please Sign and Date the Agreement

I have read and agree to all terms and conditions of this Agreement as stated on the front and back of this form.

X \_\_\_\_\_  
 Date \_\_\_\_\_ (SIGN ON REVERSE ALSO)

\* Optional. See reverse for POM details. \*\*Amount of Next Payment subject to change. Hickey's reserves the right to periodically adjust rental prices.

**Monthly Rental Agreement Terms & Conditions**  
**THIS IS NOT A RENT-TO-OWN PLAN**

1. This agreement exists between the customer ("you" or "the Lessee") renting an instrument ("the instrument") and Hickey's Music Center ("Hickeys").
2. **THIS INSTRUMENT IS NOT FOR SALE. THIS IS NOT A RENT-TO-OWN PLAN.** Title to the instrument shall at all times remain with Hickeys.
3. Hickey's agrees to supply the instrument and nothing further is indicated or implied. The Agreement and/or Instrument is not transferable.
4. This Rental Agreement expires on the date shown on the first page of this form. This amount of time is known as your Rental Period. At the end of the rental period, the Agreement is renewed automatically by charging your credit or debit card as provided on the front side of this Agreement. No bills or reminders will be mailed. You may cancel the Agreement at any time and avoid the automatic renewal charge by returning the instrument *to the store*. If you change credit/debit cards, or if the credit/debit card expires, you are responsible for notifying Hickeys of the new credit/debit card's information. If your address changes, you are responsible for notifying Hickeys of your new address. You are responsible for on-time renewal payments.
5. You may terminate this Agreement at any time by returning the instrument *to the store*. There are no refunds. The instrument must be returned to Hickeys Music Center, at the address indicated on this form, and your responsibility will not cease until it is. Upon safe return of the instrument, you will be given a return receipt. Please retain this receipt for your records—it is the only acceptable proof of the return. No other party is permitted to accept the return of this instrument without written or printed authorization of Hickeys. **If you are unable to return the instrument in person, you must contact Hickeys for a Return Authorization Form or Return Authorization Number. DO NOT leave the instrument at the school without one or the other.** Instruments left at a school improperly and/or without notice to Hickeys will be considered un-returned and will continue to accrue rental, fees and other charges associated therewith.
6. Any past due payments, service charges, late fees or repair bills must be paid at the time of the instrument's return.
7. In the event of damage beyond normal wear you will be liable for the cost of any repairs and agree to have all repairs made by Hickeys. In the event of damage beyond repair or theft of the instrument, you are liable and agree to pay Hickeys seventy (70) percent of the retail value of a new instrument similar in specification to the one rented, regardless of the instrument's age or condition. Hickeys shall be the sole judge in all cases.
8. **Peace of Mind Warranty:** The Peace of Mind (POM) Liability Waiver, if opted and paid on time, voids paragraph 7 above. Under no circumstances will POM apply to an instrument which has been lost, forgotten or misplaced; subject to intentional abuse, malicious damage or destruction; subject to unauthorized repair attempts; and/or shipment in inadequate packaging, by the Lessee or an agent of the Lessee. Hickeys shall be the sole judge in all cases.
9. **Safety & Repairs:** You are fully responsible for the safety of the instrument. No other person or repair shop may work on this instrument other than Hickeys. Damage caused by unauthorized work will be repaired at your expense by Hickeys and is not included in the POM Waiver.
10. **New Instrument Purchase Discount:** You may purchase a brand new instrument from Hickeys and receive an additional ten percent (10%) discount off the selling price provided your account is in good standing. A minimum of three (3) month's rental is required before this discount can be used. Purchases must be made during the rental period or no later than 30 days after the rental period ends. This discount can be used only once towards the purchase of one brand new instrument of the same or related instrument family (i.e. a saxophone rental may not be used to purchase a guitar). Discounts will not apply towards pre-owned instruments. The rental discount is limited to the purchase of in-stock models and may not be used for special orders. Discounts can not be transferred, shared, divided, apportioned or otherwise used except for a single, one-time purchase. Hickeys reserves the right to restrict certain instruments from this program.
11. **Late Payments:** Accounts which become past due for any reason, including due to incorrect or outdated credit/debit card information, shall be subject to late fees as follows: Accounts that become seven (7) days past due will be charged a late fee of five dollars (\$5.00). Accounts which become thirty (30) days past due will be charged a late fee of twenty-five dollars (\$25.00). Accounts that become sixty (60) days past due will be submitted for repossession and collection. A charge of fifty dollars (\$50.00) will be assessed for repossession service. If we are unsuccessful in recovering the instrument, you will be assessed an amount equal to 70% of the retail price of a new instrument of the same or similar quality. Your account will be transferred from Hickeys to a Collection Agency for final collection and possible litigation. You will be assessed a Collection Fee equal to thirty percent (30%) of your account balance, which will include past-due rentals, all late and/or service fees and any other amounts unpaid. Your account will be reported to the major Credit Bureaus which may adversely affect your credit rating and/or credit score. You will lose the right to purchase an instrument at a discount as described in paragraph 10 above. All assessments will be in addition to any ongoing rental charges.
12. **Attorney's Fees & Other Expenses:** In the event that Hickeys is compelled to incur any expense, including reasonable attorney's fees in maintaining or defending any action or proceeding instituted by reason of default of the Lessee, such expenses shall be the responsibility of the Lessee and shall be due and payable.

**Peace Of Mind (POM) Liability Waiver**

Hickeys, for the "POM" charge shown on the first page of this form, will waive any liability you may have to Hickeys with regards to Repairs to the Instrument, Damage to the Instrument or Theft of the Instrument, subject to the following:

1. If the instrument becomes damaged or deteriorates in performance, Hickeys will repair and/or regulate the instrument to proper playing condition without charge. This does not apply to deterioration of appearance which does not affect the performance of the instrument, such as scratches, minor dents and imperfections in the finish. **Specifically excluded from this waiver** are normal user wear items such as, but not limited to: strings, rosin, bow hair, mouthpieces, reeds, swabs, lubricants, drum heads, drum sticks, lyres, lost parts, user-installed equipment and/or special or custom equipment.
2. An instrument stolen or totally destroyed by fire, occurring not through the fault and/or malicious intent of the Lessee will be replaced by Hickeys with an instrument of similar quality to the one originally rented. Hickeys will replace said instrument provided that the theft or destruction is reported to the proper civil authorities, **and a written police or fire report is made within twenty-four (24) hours of the event. Hickeys will require a copy of this report documenting any theft or destruction.**
3. Any claim for repair or replacement hereunder shall not be construed to alter or diminish the terms of this Agreement. If you default in any payment of the accompanying Agreement, this POM Waiver will lapse as of such default and may be reinstated only by permission of Hickeys.
4. This Waiver is not in effect outside of New York State, with the sole exception of school-sponsored travel that requires the use of the instrument. Hickeys will NOT replace any instrument that is lost outside of New York State, whether the travel is school-sponsored or not.
5. All repairs and replacements for which claims are made under this Waiver must be made by Hickeys. No others will be honored. Under no circumstances may any other party or repair shop perform work on this instrument other than Hickeys, unless prior written consent is given by Hickey's authorizing such work.
6. **IMPORTANT:** Under no circumstances will POM apply to an instrument which has been subject to intentional or malicious damage or destruction; lost, forgotten or misplaced; unauthorized repair attempts; and/or shipment in inadequate packaging, by the Lessee or their agent. Hickeys shall be the sole judge in all cases.

**This agreement is regulated by federal and state law, enforced by the attorney general or by private legal action.**

I have read and agree to all the terms and conditions of this Agreement as stated on the front and back of this form.

X \_\_\_\_\_ Date \_\_\_\_\_

**Notice to Consumers:** You may cancel this agreement at any time prior to close of business of the third business day after you have signed it. Do not sign this agreement until you read it. You are entitled to a copy of this agreement. Keep your copy to advise you of your commitment and to inform you of your legal rights.