

3611 1ST STREET #520 BRADENTON, FL 34208

PO BOX 20863 BRADENTON, FL 34204

NAME (RENTER)	S.S.#	DR. LIC	
ADDRESS	CITY	STATE	ZIP
EMAIL	PHONE	CELL	
EMPLOYER		PHONE	
ADDITIONAL CONTACT (OUTSIDE HOUSEHOLD)		PHONE	
STUDENT NAME	TEACHER	SCHOOL	
CREDIT CARD		EXP	

Employee to fill out this section:

EMP:

INSTRUMENT _____	BRAND _____	SERIAL # _____	DATE _____
MONTHLY PAYMENT \$ _____	MONTHLY MAINTENANCE \$ _____	DEPOSIT/CLEANING \$ _____	TOTAL AMOUNT PAID \$ _____

1. Ownership: The instrument described above is the property of BERTRAND MUSIC FLORIDA, INC and is rented to the undersigned, who is fully responsible for same, (including damage or loss not covered) until instrument is returned to BERTRAND MUSIC FLORIDA, INC. This is **not** a Contract of Sale or Rent-to-Own Agreement.

2. Payments & Fees: I, the undersigned Renter, agree to allow BERTRAND MUSIC FLORIDA, INC to charge my credit card on this rental agreement for all rental payments, late charges, collection fees, theft or loss.

- This _____ Month Agreement becomes a month-to-month rental on _____ (Date) which is when next payment is due.
- All rental payments must be on time. It is the renter's responsibility to make sure that the credit card is valid and monthly rent can be charged on it.
- A \$30.00 charge will be made on all returned checks. A late charge of \$10.00 will be assessed on all past due amounts over 10 days.
- Delinquent Rental Accounts are subject to collection of past due amounts, late fees, collection costs and fees, and reimbursement to BERTRAND MUSIC FLORIDA, INC for the entire retail value of the rental instrument.
- If the account is not brought current within 30 days of the due date, the instrument must be returned.
- Failure to return the instrument within 30 days will result in the account being sent to collections and forfeit of any earned credits.
- Renter is responsible for a **\$17.00** Cleaning, and Sanitation Fee when instrument is returned and rental agreement is terminated. (Collected at time of rental.)

3. AUTOMATIC DEDUCTION: Monthly rent and applicable maintenance will be automatically charged, to the card listed in this agreement or on file:

I authorize BERTRAND MUSIC FLORIDA, INC to make an automatic deduction from the credit card on file for the monthly rent and monthly "POM" maintenance fees, if elected, beginning on _____ (Date). I further permit BERTRAND MUSIC FLORIDA, INC to amend the expiration date of my credit card to match the new expiration date each time my credit card is renewed.

Signature: _____ **Date:** _____

4. Change of Billing Contact Information: Renter agrees to immediately notify BERTRAND MUSIC FLORIDA, INC of any changes in address, telephone or credit card information associated with this rental agreement within 30 days. _____ (Initial)

5. Instrument Pick Up: I hereby grant permission to the principal, music teacher and/or the school district to allow BERTRAND MUSIC FLORIDA, INC to pick-up the instrument wherever it is located, in the event of default or an instrument being left at a school. _____ (Initial)

6. Maintenance: Renter is responsible for the care, maintenance and the return of the instrument in similar condition to which it was rented. We allow for normal wear and tear which is solely determined by BERTRAND MUSIC FLORIDA, INC. The renter will be responsible for loss or damage done to the instrument regardless of cause or fault, unless Renter chooses the "Piece of Mind" (POM) Maintenance program outlined below in item 7.

7. "Piece of Mind" (POM) Maintenance Program: Renter liability will be waived for a monthly maintenance fee for stolen or damaged instruments, under the following conditions:

- I agree to pay a monthly POM Maintenance Fee of \$ _____. _____ (Initial)
- Account is current at the time of the claim.
- A police report is filed within 5 days and submitted to BERTRAND MUSIC FLORIDA, INC within 30 days, from when the instrument is lost or stolen.
- If the instrument is accidentally damaged and there are no signs of malicious intent, which will be determined by BERTRAND MUSIC FLORIDA, INC, we will repair the instrument at no charge to the renter.
- Daily cleaning and sanitization is **not** covered in the POM Maintenance program.

7a. _____ (Initial) I have **DECLINED** the "POM" Maintenance Program. By declining, I am responsible for any maintenance, repairs damage or theft that may occur to the instrument.

8. Changes to Contract Terms: Please see reverse side.

9. Failure to Pay or Return: Please see reverse side.

10. Purchase Option Of A New Instrument: Renter has the right to purchase a NEW INSTRUMENT under the following discounts, conditions and schedule: Please see the reverse side of this agreement for complete details and purchase option information.

I, as the Renter, do hereby acknowledge that I have read this agreement completely; I understand it fully and will comply with all terms and conditions; including those listed on the reverse side of this document,

Signature: _____ **Date:** _____

ADDITIONAL TERMS AND CONDITIONS

Changes to Contract Terms: Any changes to the terms of this contract must be done in writing and signed by the Renter and an authorized representative of BERTRAND MUSIC FLORIDA, INC. **No oral agreements will be honored.**

Failure to Pay or Return: If Renter fails to make scheduled payments or return instrument to BERTRAND MUSIC FLORIDA, INC, it will be considered a violation of Florida law, and the Renter may be subject to additional costs. BERTRAND MUSIC FLORIDA, INC has the right to recover reasonable legal fees brought on by any litigation over this contract. Any legal proceedings or action relating to contract shall take place in state or federal court in Manatee County, Florida. **Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, F.S.**

PURCHASE OF NEW INSTRUMENT

BERTRAND MUSIC FLORIDA, INC offers loyal customers a discount option on the purchase of a NEW instrument based upon the amount of time they have been renting vis-a-vis a Rent-to-Rent program. This is not a Rent-to-Own agreement. The following conditions must be met by Instrument Family:

INSTRUMENT FAMILY 1

FLUTE, CLARINET, TRUMPET, TROMBONE, VIOLIN, VIOLA and ALTO SAX

- This Rental Agreement must be active and all rental payments must be current and consecutive without interruption in order to accrue rental credit.
- Up to 36 months of rental credit may be applied towards the Retail Price of a New Instrument of Equal or Greater Value. Some Restrictions May Apply.
- Rental credit must be used toward the retail price of a similar instrument, e.g., flute for flute, and can be applied toward any instrument of equal or greater value in **Instrument Family 1**, sold by BERTRAND MUSIC FLORIDA, INC, this does exclude professional instruments.
- Rental credit is non-transferable. You cannot transfer your credit to another party nor can you use it toward the purchase of an instrument not listed in **Instrument Family 1**.
- Additional discounts offered by BERTRAND MUSIC FLORIDA, INC will also apply when you purchase a new instrument after accruing rental credit toward the current Retail Value. (See chart below.) This Chart outlines how the Renter’s credit is applied for “**Instrument Family 1**” toward the purchase of a new instrument. A rental discount is given for each month the instrument is rented. In addition to the rental history discount, BERTRAND MUSIC FLORIDA, INC. offers an extra discount off of the retail price of a new instrument as outlined below:

Months Paid	1-10	11-15	16-20	21-25	26-30	31-36	37+
Extra Discount	30%	25%	20%	15%	10%	5%	None

INSTRUMENT FAMILY 2

PICCOLO, OBOE, BASS CLARINET, SOPRANO SAX, TENOR SAX, TRIGGER TROMBONE, BARITONE, FRENCH HORN, BARITONE SAX, TUBA, CELLO, BELL KIT and STRING BASS

- This Rental Agreement must be active and all rental payments must be current and consecutive without interruption in order to accrue rental credit.
- Up to 12 months of rental credit may be applied towards the Retail Price of a New Instrument of Equal or Greater Value. Some Restrictions May Apply.
- Rental credit must be used toward the retail price of a similar instrument, e.g., flute for flute, and can be applied toward any instrument of equal or greater value in **Instrument Family 2**, sold by BERTRAND MUSIC FLORIDA, INC., this does exclude professional instruments.
- Rental credit is non-transferable. You cannot transfer your credit to another party nor can you use it toward the purchase of an instrument not listed in **Instrument Family 2**.
- There are no Additional discounts offered by BERTRAND MUSIC FLORIDA, INC. for **Instrument Family 2** rent will apply when you purchase a new instrument.

INITIAL BELOW IF YOUR INSTRUMENT IS NOT LISTED ABOVE

 (Initial) I have **DECLINED** the Purchase Option and it does not apply to this rental agreement.