ACCOUNT NUMBER _____

Rancho Canyon Music

29851 Aventura, Suite H
Rancho Santa Margarita, CA 92688
(949) 589-7688
www.ranchocanyonmusic.com

Band Rental Agreement

Minimum Rental Period is 2 (two) Months

Date of Rental

Total Monthly Rental charge

Instrument	Fleet #	Cash Value $
Renter's Name	Social Security #	Driver's License #
Visa / MC / AmX Card #	Exp.	V-Code
Street Address	City,State, Zip	
Home Phone ( )	(Email)	
Employer	City	Work Phone ( )
Nearest Relative	Relationship	Phone ( )
Have you filed for bankruptcy during the last seven years? Check one. ☐ Yes ☐ No	Are there currently any suits or judgments against you? Check one ☐ Yes ☐ No	
Student's Name	School	

I authorize *Rancho Canyon Music* to prepare and submit credit card charge slips using any of the charge cards listed on this agreement to recover all charges that are due for this rental account.

INITIALS _____

1 / Month Rental Base Rate	2 / Tax on Base Rate	3 / C.M.P. Maintenance Plan	4 / Burglary / Theft Waiver	Total INITIAL Rental charge
			$10.00	1st 2 months rent + tax + CMP + Waiver fee

The following agreement refers to the Merchandise named above and is based upon the following terms and figures:

TO RENT THE ABOVE MERCHANDISE: Renter (includes all co-renters) agrees to make an Initial Payment in the amount listed in the center box above, which pays for the use of the Merchandise for the Minimum Rental Period.

MINIMUM RENTAL PERIOD: If the Renter returns the Merchandise before the expiration period of the Minimum Rental Period, Renter is not entitled to any refund of the Initial Payment.

AFTER EXPIRATION OF MINIMUM RENTAL PAYMENT PERIOD: Following the Initial Rental Period, Renter may continue to rent Merchandise on a month-to-month basis for an indefinite period of time at the same monthly rate as listed in the Box at the top of this agreement titled "Total Monthly Rental Charge".

TERMINATION BY THE RENTER: Renter may terminate this agreement at any time after paying the rent due for the Minimum Rental Period, and by returning the Merchandise in the same condition as at the time of rental, fair wear and tear excepted, to the Owner, and by payment of all additional (beyond the Minimum Rental Payments) Monthly Rental Payments and other charges due through the date of return. Rent due beyond the Minimum Rental Payment will accumulate until the merchandise is received by the Owner.

TERMINATION BY THE OWNER: The Owner can terminate this agreement at its option and without notice to the Renter should the Renter fail to make funds available for any rental payments on the date due, or should the Renter breach any agreement, condition, or representation of the Agreement and/or if the Owner deems itself insecure as to the safety, condition, or location of the Merchandise. Upon termination, Renter agrees to deliver the Merchandise to the Owner in the same condition as when rented, fair wear and tear excepted, and Renter shall remain liable for all payments and charges due at the time the Merchandise is returned and for the full performance of the Agreement.

LOCATION OF THE MERCHANDISE: Renter warrants and agrees to maintain as the primary location of the Merchandise the Renter's address listed above and will not change the primary location from the Renter's address without written permission by the Owner. Renter understands that PERMISSION WILL NOT BE GIVEN TO REMOVE THE MERCHANDISE FROM THE STATE OF CALIFORNIA. If the merchandise is removed from the State of California, Renter is in default, and is liable to Owner for the total value of the Merchandise, as shown under "Cash Value" in the above box plus all outstanding rent and charges due under this Agreement.

FAILURE TO PAY: Renter agrees that Rancho Canyon Music may pursue all avenues of collection, including the use of collection agencies, and authorizes Rancho Canyon Music to prepare and submit credit card charges using any of the charge cards listed on the agreement to recover all charges that are due, and all other unpaid amounts due.

APPROVAL AND ACCEPTANCE: Acceptance of this Agreement is subject to credit verification and final approval by the Owner of Rancho Canyon Music in Rancho Santa Margarita, CA.

ADDITIONAL CHARGES: Renter agrees to pay mandatory Yearly Burglary/Theft Waiver Fee in the amount of $10.00, as listed in Box 4. The first Waiver Fee charge will be included in the Initial Rental Payment. Subsequent Fees will be due yearly on the anniversary date of the rental, as listed above. In consideration of this fee, Renter shall not be held liable for the cost of merchandise should it be lost due to fire or burglary (BUT NOT INCLUDING LOSSES AND CLAIMS DUE TO MYSTERIOUS DISAPPEARANCES, OR AS THE RESULT OF THE MERCHANDISE BEING MISPLACED OR LEFT UNATTENDED). from the premises listed above as renters address Rancho Canyon Music will require a written police report in the event of fire or theft. All amounts owing prior to loss will be immediately due.

COMPREHENSIVE MAINTENENCE PLAN (C.M.P.) * OPTIONAL *: Renter has the option to purchase the Comprehensive Maintenance Plan (C.M.P.) for the monthly fee listed in Box 3. The C.M.P. covers repairs to Merchandise resulting from normal use (examples include: stuck mouthpieces, bent keys, worn pads or cork); Rancho Canyon Music will effect repairs without charge to renter. The C.M.P. does <u>not</u> cover damage due to negligent use, exposure of Merchandise to water or excessive heat, or breakage. If Renter chooses not to purchase the Comprehensive Maintenance Plan, Renter will be responsible for <u>all</u> repairs to Merchandise.

By signing below, buyer/renter agrees to all terms of this agreement and acknowledges receipt of a completed copy.

ITEMS PURCHASED

TODAY'S TOTAL

Renter _____ **Date** _____

Store Representative _____ **Date** _____

Revised 8/04