



This Agreement requires a valid Credit Card (Visa, MC, Discover, American Express), one parent employed full time, and a valid CA Driver's License.

DATE:	ACCT #:	NEXT PAYMENT DUE:
<i>Your Name:</i> _____ <i>Street Address:</i> _____ <i>City:</i> _____ <i>State:</i> _____ <i>Zip:</i> _____ <i>Phone:</i> _____ <i>Employer:</i> _____ <i>Work Phone:</i> _____ <i>Driver's License:</i> _____ <i>DOB</i> _____ <i>Spouse Name:</i> _____ <i>Employer:</i> _____ <i>Phone:</i> _____ <i>Nearest Relative/Friend in Area:</i> _____ <i>Phone:</i> _____ <i>Student Name:</i> _____ <i>School Attending:</i> _____ <i>Grade:</i> _____ *RENTER'S EMAIL ADDRESS: _____		

Make	Instrument	Model	Serial Number	Instrument Value		
/						
Monthly Rent	Tax	Subtotal	Deposit	Total	Initial Payment	Monthly Due Date

Major Credit Card (Required) Visa/MC/Discover/American Express	
_____	Exp ____ / ____ Cust Code _____
Debit/Check Card (Optional)	
_____	Exp ____ / ____ Cust Code _____

Your signature below authorizes Tim's Music to automatically charge rental payments to your Credit Card or Debit Card. Signature of Card Holder: _____ **Date** _____ **Emp Int** _____

All Maintenance is included in this contract, and must be completed at Tim's Music.

See next page for Terms and Conditions:

Do not sign this rental agreement until you have read and understand the Terms and Conditions on the second page of this document. You are entitled to a copy of the equipment rental agreement you sign. By signing below, you agree to all of the terms and conditions stated on this agreement. All information provided may be used by Tim's Music or approved agent should the renter default.

Applicant Signature: _____

Employee Signature: _____

Date: _____



"Rent to Rent" Rental Agreement Terms and Conditions:

1. **Automatic Payments:** Your signature on this application authorizes Tim's Music to automatically charge your Credit and/or Debit Card for monthly payments, if applicable.
2. **Rental Equity:** This is a Rent to Rent contract, however, Tim's Music may allow rent equity to be applied to the purchase of an instrument of equal or greater value up to 10 months for student instruments and 16 months for step up instruments of consecutive on time payments. No credit will be given for delinquent payments. Rental Credit is non-transferable and has no cash value.
3. **Late Charge:** If any payment is not received within 3 days of monthly contract date, a late charge of \$8.00 will be charged to the rental account for each installment that becomes delinquent.
4. **Default:** A. Tim's Music can declare an event of "default" of this agreement if (i) renter fails to pay a scheduled rental payment and late charge within 10 days after the due date of the rental payment; (ii) Renter breaches a promise/obligation under this agreement (iii) Renter filed misleading or inaccurate information on this agreement (iv) Anything happens that Tim's Music feels endangers the equipment in Renter's possession. B. In the event of a default, Tim's Music shall be entitled to repossess the equipment in accordance with state and federal law wherever the instrument may be found. If Tim's Music takes possession of the equipment, it is agreed that this contract shall end, and the renter shall have no further responsibility for further payments, but shall remain liable for past due payments, late charges, and any loss or damage which may have occurred to the equipment. Renter is also responsible for any and all collection fees, and/or any reasonable attorney fees and all related costs necessary to remit the entire balance to Tim's Music and/or recover the equipment. Renter also agrees to pay a \$100.00 repossession fee should Tim's Music or any authorized agent need to recover the instrument.
C. If Tim's Music declares an account to be in "default", the equipment must be returned to Tim's Music within 24 hours (Sundays, and holidays excluded) or equipment will be subject to repossession. Failure to return rented equipment to Tim's Music at their request in the event of default, may, under the laws of this state, constitute theft which is a felony punishable by fine or imprisonment. If renter is more than 10 days late in paying any sums due under this agreement, renter hereby authorizes Tim's Music to charge the credit card on this application for payment of any sums due under this agreement, to include remaining balance of purchase price, less any credit for previous rent paid, should equipment not be returned to Tim's Music upon demand.
5. **Return (Notice of Cancellation):** This is a Rent to Rent, month-to-month equipment rental agreement. Tim's Music will retain full title and ownership of this rented equipment. The renter may return the instrument to Tim's Music and/or agent at any time, but the 2 month minimum charge will still apply. This agreement will be canceled, provided all fees have been paid up to and including the date of return. No partial refund will be allowed. **The instrument must be returned to Tim's Music and/or agent only, not to school.**
6. **Responsibility for Loss, Damage, Maintenance:** Renter is responsible and liable for all costs incurred by Tim's Music in the event of loss or damage to rented equipment for other than ordinary wear and tear. Repairs due to damage will be made by Tim's Music at normal shop charges. The rental instrument must be repaired only at Tim's Music, where we will make normal repairs and adjustments at no additional charge. **All maintenance and repairs must be completed at Tim's Music.**
In the event of loss or theft of rented equipment, Renter will pay the purchase price, plus tax, less any applicable rental credits to Tim's Music upon demand. Such liability will not exceed the cash price of the property at the time it is lost or damaged.
7. Your rights and responsibilities are fully explained in this equipment rental agreement.
8. **Down Payment:** The down payment consists of your first month's rent plus a security deposit equal to one month's rent. The deposit is refunded upon the return of the instrument in good condition and the account is up to date.