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### One Year Instrument Lease Agreement

1. The yearly lease fee set forth in this Lease Agreement shall be in effect for one year. At the end of that one year the Lessee has the option of renewing this Lease Agreement for an additional year, purchasing the instrument or returning the instrument, light-weight case, and bow.
2. Included in the lease is the instrument, a light-weight case/bag, bow and rosin. Accessories, such as shoulder rests and tuners, are optional, separately purchased items.
3. Up to 75% of the lease payment is refundable within 30 days. After 30 days, no refunds will be given.
4. The Lessee understands that string instruments are delicate and must be handled carefully. Instruments must be returned in the condition in which they were taken. If an instrument is damaged, the Lessee has the option of purchasing the instrument or paying for repairs. The Lessee is responsible for the safekeeping of the instrument. Theft by forcible entry is covered by providing a police report within three days of the theft.
5. Broken strings will be replaced with original equipment strings at no extra charge. Bow hair, however, is an expendable item. Bow hair is warranted for thirty (30) days.
6. Instruments remain the property of The Violin Shoppe during the lease period.
7. During the lease period, maintenance of the instrument is INCLUDED at no extra cost. The Violin Shoppe will perform requested maintenance to keep the instrument in a playing condition. The type of maintenance and/or repairs performed is at the discretion of The Violin Shoppe. Excluded are repairs to the varnish, damage caused by abuse or by not following the care instructions, repair of a broken cello or bass neck. The Lessee agrees not to make repairs to the instrument unless permission is given by The Violin Shoppe.
8. Instruments are guaranteed against defects in materials or workmanship during the lease period or for the remainder of the usual one year warranty period if the instrument is purchased outright. No guarantee or warranty, express or implied, is made with respect to breakage of strings or tail pieces.
9. The Lessee assumes any liability from the use of the instrument. For example, the strings and tailpiece are under great pressure and have been known to break while playing and striking the face of the player.
10. 100% of the lease payments may be applied to the ownership of the current instrument. Lease payments are cumulative for the same instrument only. If during the course of this one-year agreement a different instrument is needed, the original instrument may be exchanged for a similarly priced different instrument at no additional cost. Previous payments made on the original instrument will not be wholly applied to ownership of the newer instrument, but pro-rated as follows: 20% of all lease payments made on a violin/viola and 30% of all payments made on a cello/bass accumulate and may be used to purchase a full-size instrument. A maximum of \$100 for a violin/viola and \$300 for a cell/bass can accumulate.
11. The Lessee agrees to allow The Violin Shoppe to conduct a credit check.
12. Purchased accessories, such as tuners, metronomes, shoulder rests, humidifiers and stands, extra bows, etc., are not part of the rental agreement and are not refundable.
13. If the Lessee defaults on payments, the equipment must be returned immediately. The Lessee shall be liable for reasonable and necessary attorney fees and expenses, court fees

and other expenses incurred by The Violin Shoppe in enforcing its rights under this Lease Agreement, including collecting amounts due to it or in recovering possession of leased instruments. Overdue payments will be assessed a 1% monthly interest rate.

14. A loaner instrument will be made available for use free of charge when the Lessee's equipment is being repaired.

15. The Lessee's obligations to return the instrument, case and bow upon expiration of this Lease Agreement, and to pay accrued lease payments and The Violin Shoppe's expenses incurred in enforcing its rights shall survive the expiration of this Lease Agreement.

The Violin Shoppe agrees that

Name \_\_\_\_\_

Address \_\_\_\_\_

City, Zip Code \_\_\_\_\_

Phone (home) \_\_\_\_\_ (cell) \_\_\_\_\_ text(Y/N)

Workplace \_\_\_\_\_ work phone \_\_\_\_\_

Photo ID (driver's license, passport...) \_\_\_\_\_

shall lease the following:

Instrument name \_\_\_\_\_ Serial \_\_\_\_\_

Purchase price \_\_\_\_\_ + tax \_\_\_\_\_ = \_\_\_\_\_

Yearly lease fee \_\_\_\_\_ + tax \_\_\_\_\_ = \_\_\_\_\_

Lease period \_\_\_\_\_

The Violin Shoppe is authorized to charge the supplied credit card for the purchase price of the instrument minus 100% of the paid lease fees if the instrument is not returned at the end of the lease period. Overdue payments will be assessed at a 1% monthly rate.

Optional: email address \_\_\_\_\_

The Lessee has read, understands and agrees to be bound by the terms and conditions of this lease agreement. This One Year Instrument Lease incorporates the attached Warranties and return policies of The Violin Shoppe. The Lessee agrees to notify The Violin Shoppe of any changes of address, telephone or credit card information.

Date \_\_\_\_\_ Agreed and signed \_\_\_\_\_

Credit card # \_\_\_\_\_ Exp. \_\_\_\_\_ Code \_\_\_\_\_

Deposit, if applicable \_\_\_\_\_