

# INSTRUMENT RENTAL AGREEMENT TERMS AND CONDITIONS

Greater Milwaukee El Sistema shall herein be referred to as GMES and/or Agent, and the customer shall herein be referred to as Renter.

## 1. Introductory Offer Agreement:

This Introductory Offer Agreement is limited to students renting student level instruments.

## 2. Return (Notice of Cancellation):

This is school year program instrument rental agreement. The renter may return the instrument to GMES and/or its Agent at any time. This agreement will be canceled, provided all fees have been paid up to and including the date of return. No refund of rent money will be made if the instrument is returned, as all money received shall be considered rent until full payment is made. NO OTHER PARTY IS PERMITTED TO ACCEPT THE RETURN OF THE INSTRUMENT. THE INSTRUMENT MUST BE RETURNED TO GMES OR ITS AGENT ONLY.

## 3. Title:

GMES is to retain full title and ownership of equipment and Renter agrees not to sell, sublease, mortgage, pawn, pledge, encumber, or otherwise dispose of equipment.

## 4. Late Charge:

Renter shall pay a late charge of \$10.00 for each semester installment that becomes delinquent.

## 5. Default:

A. GMES 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, or (iv) anything happens that GMES feels endangers the instrument in the Renter's possession.  
B. If GMES declares an "event of default," GMES shall be entitled to charge the Renter the entire purchase price of the instrument or repossess the instrument in accordance with State and Federal Law. If GMES does take possession of the instrument, 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 for any loss or damage which may have occurred to the instrument. Renter is also liable for any reasonable attorney and/or collection fees and all related costs necessary to remit the entire balance to GMES and/or recover the instrument.  
C. If GMES declares an "event of default," the instrument must be returned to GMES within 24 hours (weekends and holidays excluded) or instrument will be subject to repossession. Failure to return rented instrument to GMES and/or Agent 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.

## 6. Credit Card Authorization:

If Renter is more than ten (10) days late in paying any sums due under this agreement, Renter hereby authorizes GMES to submit a credit card voucher in Renter's name for payment of any sums due under this agreement, to include remaining balance, should equipment not be returned to GMES or Agent upon demand.

7. Reinstatement: Renter who fails to make timely rental payments has the right to reinstate the original instrument rental agreement without losing any rights or options previously acquired under the instrument rental agreement if the Renter promptly surrenders the instrument to either GMES or Agent upon request. Renter has 90 days to request reinstatement. Before Reinstatement, it is necessary to pay all rental payments, and a delivery charge, if any. If at time of reinstatement, the original instrument is not available, instrument of equal quality will be substituted.

8. Responsibility for Loss, Damage, or Maintenance: Renter is responsible and liable for all costs incurred by GMES in the event of loss or damage to rented instrument for other than ordinary wear and tear. In the event of loss or theft of rented instrument, Renter will pay the Lease Purchase Price, plus tax, less any applicable rent payments to GMES upon demand. Such liability will not exceed the Leased Purchase Price of the property at the time it is lost or damaged. No insurance is provided by GMES for adjustments and repairs and general cleaning.

9. Entire Agreement/ Time is of the essence: This rental agreement constitutes the entire agreement between Renter and GMES, and shall not be amended, altered, or changed except by written agreement signed by the parties hereto. Time is of the essence. All payments are due and instrument returnable to GMES and/or Agent.

## NOTICE

You are renting this property. You do not have the right to keep the property if you do not make the required payments. All rentals are to be returned to GMES and/or Agent within 5 days after requested. The lessor (GMES and/or Agent) may repossess the property if you fail to make rental payments as scheduled or return the instrument if requested. Your rights and responsibilities are fully explained in this instrument rental agreement.

# INSTRUMENT RENTAL AGREEMENT

## Required Information:

Child's Name: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Parent Name: \_\_\_\_\_ Site / Placement: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

### **This MUST be Completed and is not used for payments.**

Credit Card type:    Mastercard    Visa    American Express

Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Security Code: (3-digit code on back) \_\_\_\_\_ Billing Address Zip: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

I have read, understood and accept the Instrument Rental Terms and Conditions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_