



Rental Agreement

The rental agreement between Renter (“you”) and West Valley Music Center (“WVMC”) has a minimum, non-refundable rental period of two months, payment of which is required to commence the rental agreement. The rental contract may be extended monthly as long as you like, and may be terminated by returning the instrument to WVMC, provided the rental is in good condition (reasonable wear and tear excepted) and all rental payments are current at the time of return.

Rental and Insurance Fees

Upon receipt of rental instrument, you agree to pay the first and last month’s rental fee and insurance fee (if that option is chosen). You understand that you will be charged for the rental on the 1st day of each month subsequent to the first month, and that the above-noted rental fee and insurance fee will be automatically debited from the Visa, MasterCard, or DiscoverCard you specify on the Rental Contract. Instruments returned after said day of the month will be charged for the entire month.

Liability Insurance—Theft or Damage

(Liability Insurance is NOT offered for cellos; these REQUIRE a \$100 damage deposit)

With the purchase of our optional Liability Insurance, WVMC will waive rental customer’s liability for stolen or damaged rental instruments and/or cases (if applicable) for a monthly insurance payment as indicated below (deductible applies). Customer’s liability is waived in full should theft or damage occur beyond repair. Accrued equity will transfer in full to replacement instrument in similar condition. **For stolen instruments, a police report must be filed within twenty-four hours of the theft and be submitted to West Valley Music Center along with payment of the deductible within ten days of the loss.**

This insurance does not waive your financial liability if the instrument is lost or deliberately damaged or destroyed.

The theft and damage liability waiver is \$5.00 per month with a \$25.00 deductible per incident, except for oboe, bass clarinet, saxophone, and French horn, which are \$7.00 per month with a \$50.00 deductible per incident.

No Liability Insurance

If you do not purchase our optional Liability Insurance, **you agree that you are financially responsible for any damage or theft to the instrument and/or case you are renting during the rental agreement period, and will provide West Valley Music Center with a \$100 damage deposit.** This deposit will be returned to you in full within 30 days of return of instrument after repairperson’s inspection, provided that the instrument is returned in the same good condition (normal wear and tear excepted, determined by WVMC) as when first rented. Any damage or loss of said instrument and/or case is your responsibility and will be deducted from your deposit; if the damage or loss exceeds the deposit, the costs will be deducted from the credit card we have on file for you. In addition, any depreciation of the instrument value due to damage of the instrument value will also be deducted. If damage or loss of said instrument and/or case exceeds your deposit and credit card limits, you agree to pay all additional fees, up to the full retail value of the instrument as indicated above.

Purchase Option (Rent to Own)

This instrument rental agreement allows you to buy this instrument or another of greater value:

- For a used instrument, the first twelve [12] months of rental payments will apply to the purchase of the instrument (three [3] months for guitar rentals). The purchase price will be *WVMC’s marked list price.*

- For a new instrument, the first twelve [12] months of rental payments will apply to the purchase of the instrument (three [3] months for guitar rentals). The purchase price of this instrument will be *25% off of the Manufacturer's Suggested Retail Price.*

The Purchase Option of this instrument will be null and void if any monthly payment is not received by the 1st day of each month. In addition, this option becomes null and void upon return of the rental instrument.

Additional Fees

A fee of \$10 will be charged for each late payment or rejected credit card charge. **If your credit card is lost, stolen, or cancelled, or a new credit card number is issued by the credit card company, it is your responsibility to inform West Valley Music Center immediately and provide a new card number for rental charges.**

ENFORCEMENT, FAILURE TO RETURN, AND CHOICE OF VENUE

In the event of any litigation of this contract, the prevailing party shall be entitled to recover reasonable legal fees, whether or not such litigation proceeds to a final judgment or determination. When payment cannot be made in a timely manner, the instrument must be returned promptly. Failure to return the instrument and equipment may be considered a violation of California law and subject the renter to additional costs and penalties. Renter agrees that WVMC shall have the right to repossess the instrument wherever it may be found, including any educational institution, with or without the knowledge of the renter.

This agreement shall be construed in accordance with and governed by the laws of the state of California without giving effect to choice of law. Any legal proceeding or action relating to this agreement shall be brought or otherwise commenced in a state court located in the county of Los Angeles, California.

MISCELLANEOUS

WVMC is authorized to check any information provided by the renter to confirm the accuracy of such information and the renter's credit worthiness.

The rental contract contains all terms of the agreement between you and WVMC. No oral representations or changes to this rental contract shall be valid unless contained in a written document signed by both the you and an authorized representative of WVMC.

You agree to keep this instrument free of any liens and claims.

I have received and read a copy of the **West Valley Music Center Rental Agreement** and agree to its terms.

Signed _____ **Dated** _____