

STAR MUSIC 4910 Old Cheney Road, #2 LINCOLN, NE, 68516 402/423-6633

MUSICAL INSTRUMENT RENTAL / PURCHASE PLAN

INSTRUMENT	BRAND	SERIAL NUMBER	VALUE <input type="checkbox"/> NEW	<input type="checkbox"/> RECENT RENTAL RETURN <input type="checkbox"/> USED
YOUR NAME (Renter)		HOME PHONE	E-MAIL	
LAST	FIRST	CITY, STATE, ZIP		DRIVER'S LIC. NO.
HOME ADDRESS		YOUR EMPLOYER	WORK PHONE	CITY / STATE
STUDENT'S FIRST & LAST NAME			AGE	GRADE
STUDENT'S MOTHER		MOTHER'S HOME ADDRESS		MOTHER'S HOME PHONE
MOTHER'S EMPLOYER		EMPLOYER'S ADDRESS		MOTHER'S WORK PHONE
STUDENT'S FATHER		FATHER'S HOME ADDRESS		FATHER'S HOME PHONE
FATHER'S EMPLOYER		EMPLOYER'S ADDRESS		FATHER'S WORK PHONE

DECLARED VALUE OF INSTRUMENT	\$ _____	INITIAL PAYMENT RECEIVED	_____
NEBRASKA SALES TAX (7%)	+ \$ _____	<input type="checkbox"/> CHECK # _____	<input type="checkbox"/> CASH <input type="checkbox"/> CHARGE CARD
TOTAL PRICE	\$ _____	<input type="checkbox"/> VISA	<input type="checkbox"/> MC
INITIAL RENTAL PAYMENT	- \$ _____	<input type="checkbox"/> DISCOVER	
<input type="checkbox"/> FOUR MONTHS		MONTHLY PAYMENT AMOUNT \$ _____	
<input type="checkbox"/> NINE MONTHS	\$ _____	FIRST MONTHLY PAYMENT DUE _____	
FINANCE FEE (15%)	+ \$ _____	PAYMENT COUPON BOOK WILL BE MAILED TO YOU DURING THE MONTH PRIOR TO THIS DATE	
BALANCE	\$ _____	TOTAL NUMBER OF MONTHLY PAYMENTS	_____
		FINAL MONTHLY PAYMENT AMOUNT \$ _____	

Notice to Renter - Read before signing.
Do not sign this before you read the entire agreement, including the reverse side, even if otherwise advised. Do not sign this if it contains any blank spaces.

I, the Renter, have read and fully understand all Terms and Conditions of the contract as stated on the reverse side as well as the financial disclosures above. I understand that if more than 30 days have elapsed and there has been no payment to Star Music, I am in default and the total remaining balance for the instrument shall be due and payable. Furthermore, Star Music shall be entitled to repossess the instrument as stated in the Terms and Conditions. I also understand that the unpaid balance can be referred to an agency for immediate collection and that I am responsible for all fees associated with that collection process as described in the Terms & Conditions.

All personal information is kept strictly confidential and does not leave the Star Music premises, unless it becomes necessary to place defaulted account with an agency for collection. Star Music *never* sells contracts or information to a second party.

RENTER'S SIGNATURE _____ DATE _____

RENTER'S S.S. # _____ STAR MUSIC REP. _____

TERMS AND CONDITIONS

The person renting the item described on this document agrees to the following terms and conditions:

1. The minimum rental period is four months, which must be paid in advance. You may continue to rent on a month-to-month basis after the initial rental period. Rent is payable monthly. Monthly rental is a privilege contingent upon timely and regular payment of the monthly rent. Rental agreements more than thirty days (1 month) in arrears may be cancelled and you must return the instrument to Star Music. You agree to pay any collection fees, court costs, and attorney fees as allowed by law if this account is turned over to an outside agency in order to collect monies due under this agreement. Return or repossession of the instrument does not release you from liability for any past due rental payments, or other amounts owed. Your refusal, failure, or neglect to return the rented instrument which is the property of Star Music, within seventy-two hours after a demand for the return of said property, or the presenting of any false, fictitious, or misleading information to Star Music shall be considered prima facie evidence of an attempt to commit larceny pursuant to Nebraska Statutes.

2. You are responsible for the rented instrument. You agree not to sell, give, or loan the rented instrument to any other party. If the rented instrument or case is damaged beyond normal wear and tear, as determined solely by Star Music, you agree to pay for repair or replacement. If the rented instrument or case is stolen or mysteriously disappears, it will be replaced with an instrument and / or case of equal value under the following conditions: (a) A written police report, presented to Star Music within 48 hours of the theft with full description of the instrument included. (b) The rental / purchase account has been paid in a timely manner and is not in arrears. Liability shall in no event exceed the declared value of the instrument being rented. You will not be reimbursed in cash for any period the instrument is unavailable for use because of being missing or stolen. In the event the stolen instrument is recovered and returned, the replacement instrument must be returned within seventy-two hours to Star Music. Failure to return replacement instrument within seventy-two hours, or presenting of any false, fictitious, or misleading information to Star Music shall be considered prima facie evidence of an attempt to commit larceny pursuant to Nebraska Statutes. It is highly recommended that the musical instrument above be added to the renters existing homeowners insurance policy or renters insurance policy for protection from flood, fire, and destruction.

3. Adjustment and maintenance for normal wear and tear will be done free of charge by Star Music twice a year, maximum, during period of this agreement. Normal wear and tear is to be determined solely by Star Music. Any additional maintenance or adjustments will be paid by the renter at the customary Star Music repair rates. Specifically excluded are the following: lubricants, accessory items, reeds, varnish or lacquer, abuse, intentional damage, incompetent attempt at repair, missing parts, fire, weather damage, you will not be reimbursed for repairs done elsewhere.

4. This is a rental / purchase contract. All payments apply toward the purchase of the instrument. You may return the instrument at any time, and if the instrument is in good condition and rent is paid up to date of return, you are under no further obligation. This agreement will continue until the instrument is returned or rental fees paid equal the declared value above. **No refund for early return.** A discount of 20% of balance is offered for purchase of instrument at any time during the rental period.

5. Change of address and information authorization. You agree to notify Star Music in writing and before moving, of any change of address. Star Music may require the immediate return of the rented instrument if you move out of the Star Music trade area or if you move locally and do not notify Star Music. You agree to pay any costs incurred by Star Music in efforts to locate you, or to obtain information relating to the whereabouts of the rented instrument until final payment has been received. You expressly authorize any private music teacher, any public or non-public school or employee thereof, any local state, or federal government agency or department, or any employee thereof, or any other person to disclose to Star Music or its agent any information pertinent to this Rental / Purchase Agreement, or the whereabouts of the rented instrument, which is the property of Star Music.

6. Other Terms. This agreement is binding upon the customer's legal estate. This Agreement contains the entire understanding of the parties concerning this transaction. It supersedes all prior agreements regarding the subject matter. No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by one party to the other except as are set out in writing in this Agreement and one others have been relied upon. There shall be no amendment, modification or waiver of any condition, provision or term of this Agreement unless it is made in writing and is signed by the parties to be bound. The parties acknowledge reading this entire Agreement prior to signing.

7. Insufficient Funds: If you make a rental payment by check, draft or similar means which is dishonored because of insufficient funds, no account, or any other reason (except an error of a third party to the contract) you will be charged a \$25.00 fee.