

TERMS AND CONDITIONS

Information: Renter affirms any information furnished to us is true and complete. You agree to inform Starr Music Academy of changes in your home address, telephone number(s), and credit card information when the changes occur.

Payment: Renter agrees to pay for all rent made by you or others using your account plus any charges as provided in this agreement. The rental period begins on the date of your renting the instrument. Subsequent rental payments are due by this same date every month.

Rental Renewal/Return/Exchange: The minimum rental charge is one month. No rental fees, including initial payment, will be prorated or refunded. The rental will automatically renew every month. The instrument may be exchanged for a larger or finer instrument at any time if the account is current. The instrument renter may return outfit at any time and is not obligated to make future payment. Credit accrued will be held up to three months after the return date. After three months, credit will be void. Repairs made by any other business or individual other than Starr Music Academy are prohibited.

Options: 50% of all rental fees paid may be applied toward the purchase of an instrument outfit of equal or lesser value. Renters' credit accumulates up to the retail value of the instrument outfit in the rental agreement. If you have upgraded your rental, your accumulated renters' will carry over to the new rental agreement. This is not a "rent to own" program. It is a rental with the option to buy. All rented instrument outfits remain property of Starr Music Academy until the renter has exercised the option to buy. Notice to buy must be made in person or writing.

Protection Plan: The Protection Plan is included in the rental price of the instrument. Starr Music Academy agrees to maintain the rented instrument/bow in excellent playing condition and case in a fair usable condition. Starr Music Academy will repair or replace the instrument, bow, and/or case with items of comparable make, quality, and condition in the event of accidental damage. Replacement strings are covered. In the event of loss in fire or theft, renter is indemnified and released from this Agreement with copy of a Police Report filed by renter within 14 days of incident. An account 30 days or more past due is not covered. Excluded from the Protection Plan are cosmetic damage, negligent loss, mysterious disappearance, damage from a shoulder rest/strap/pick, a third party, unauthorized repairs, arson, vandalism, abuse, civil insurrection, military or warlike action, or nuclear accident.

Late Payment and Return Check Charges: A late charge of \$10 will be added for any unpaid account 15 days past the due date. A charge of \$30 will be added to your account for each returned payment.

Authorization of Charges: As a convenience to the customer, the customer herein authorizes Starr Music Academy to bill the credit card that is listed on the agreement or provided by phone only when the rent becomes more than 5 days past due. The customer agrees to maintain these accounts open and within credit limits to permit the timely charge of payments.

Title to Assets: The instrument, case, and bow are property of Starr Music Academy. The renter must render balance in full under the conditions in this agreement in order to affirm ownership. Starr Music Academy may retrieve the outfit from school or any other location for non-payment of rent. When this agreement is terminated for delinquency on payments and the instrument is not returned, under the Texas Penal Code 31.04, this becomes unlawful. The renter may not sell, pawn, use for collateral security, or loan the instrument. Renter also agrees to be liable for any collection, attorney, or court fees incurred from the legal process of repossessing property of the business, past due rent, and/or late fees. If this account becomes sixty days or more delinquent, in order to avoid legal proceedings, renter agrees to authorize charges to pay the balance to purchase the outfit, rental fees, and late fees on the credit account listed on this Rental Agreement.