

## **GENERAL TERMS**

Nov 2005

1. The Violin Shop of Prince George leases the instrument to the Lessee at the rental rate set out on the reverse side of this rental agreement (the "Agreement")
2. Rental payments, including any applicable taxes, shall be made in advance by the Lessee to cover term: Post-dated cheques OR debit via credit card.
3. The initial rental period shall be for 2 months, non-refundable, which will include the first month start-up fee.
4. If the Lessee allows the rental payments to fall into arrears for 7 days or more, The Violin Shop reserves the right to terminate this Agreement and to demand the return of the instrument.
5. A \$25 charge will be levied for all returned cheques and /or in circumstances where payments are not honored.
6. The Lessee authorizes The Violin Shop to charge to a valid credit Card, any and all outstanding rental payments, damage charges, fees or repair charges should the rental account fall into arrears for any reason.
7. A \$25/month charge may be levied for rental payments past due.
8. The Lessee will notify The Violin Shop immediately of any address or name change. Name changes will require a copy of a legal document such as a marriage certificate or a change of name certificate.
9. The Lessee may not assign this Agreement.
10. In the case of a Rent-to-Own agreement, the title to the instrument will remain in The Shop of Prince George, except that ownership shall pass to the Lessee when rental payments are made equal to the value set out in the Rent-to-own price (plus taxes) on the reverse side of this Agreement.
11. The Lessee acknowledges that this instrument was received in good condition with all necessary accessories as at the date of this Agreement.
12. The Lessee acknowledges that any tax increase (PST, GST) will increase the amount of payments, and accordingly, shall be borne by the Lessee.
13. The monthly and /or yearly rental rates set out on the reverse side of this Agreement are subject to approval by The Violin Shop, in its sole discretion, If The Violin Shop does not advise the Lessee with 30 days of the date of this Agreement that The Violin Shop requires a different price, then the price stated on the reverse side applies.

## **INSTRUMENT RETURN OR EXCHANGE**

14. The Lessee may terminate this Agreement at any time by returning the instrument to The Violin Shop and by paying in full any and all outstanding charges up to and including the date of the return. If the Lessee returns the instrument part-way through a month, the lessee will be charged a full month's rent at the monthly rate.
15. The Lessee must return the instrument to The Violin Shop. Furthermore, the lessee acknowledges that if the instrument is returned to a Teacher or school in error, the Lessee shall be responsible for the intervening rental payments until such time as the instrument arrives at The Violin Shop.
16. The Lessee shall be solely responsible for and freight charges (to or from The Violin Shop) for an instrument, whether returned on termination of the rental, or for repair, or otherwise. The Lessee shall be solely responsible for loss or damage to an instrument occurring during shipment to The Violin Shop of Prince George. The rental outfit is NOT covered under The Violin Shop of Prince George's insurance against loss or destruction.

17. Instruments returned for repairs must be accompanied by a copy of this Agreement.

18. If an instrument is rented on yearly terms and is returned or exchanged before lessee in the amount of 'A' where:

$A = Y - (M \times N)$  ; and,

Y = total rent for a one year lease at the yearly rate as stipulated in the Agreement

M = rent for one month at the monthly rate as stipulated in box A this Agreement

N = number of full or partial months the instrument has been rented

19. If an instrument is exchanged for a different student instrument, all rental payments which have accrued with respect to the original instrument will be transferred to the second student instrument if it is of equal or greater value. If an exchange is requested from a higher valued instrument to lower valued instrument, pro-rated credit will be given for the duration of the rental period at the rate of the lower valued instrument.

20. If more than one rental contract is held by an individual, the Lessee agrees that the rental payment accumulated from only one contract may be applied to single exchange/purchase.

### **INSTRUMENT LOSS OR DAMAGE**

21. In the case of accidental damage, the Lessee will cover ALL repair costs, providing the instrument is deemed economically repairable by The Violin Shop of Prince George.

22. The Violin Shop of Prince George will not reimburse the Lessee for repairs performed by a third party. Any repairs performed by a third party will be in accordance with professional shop standards and only with prior written agreement from The Violin Shop of Prince George. Any repairs performed will be subject to strict penalty charges by The Violin Shop of Prince George.

23. The Violin Shop of Prince George shall, in its sole discretion, determine whether an instrument is economically repairable.

24. The lessee acknowledges that the Lessee is solely responsible for the care and control of the leased instrument outfit, and the Lessee will incur all charges where:

a) Loss of any kind, fire or theft, including through shipping/transit.

b) Missing accessories (including strings, rosin, string adjusters, etc.)

c) Malicious or wilful damage as determined by The Violin Shop.

d) Broken strings, or different strings, bow or bow hair, etc.

f) Accidental damage/destruction, and where the instrument is deemed uneconomically repairable by The Violin Shop.

25. In the event of total loss or damage incurred while this instrument outfit is in the care and control of the Lessee, the Lessee agrees to pay full restoration to The Violin Shop in the amount of \$ \_\_\_\_\_ plus the normally expected taxes, after which the said instrument and or all remaining pieces become the property of the Lessee.

26. Contract closed when all arrears are to date and instrument returned and Agreement signed.