

**WYOMING MUSIC**  
**NEW FLUTE RENTAL PURCHASE PLAN**  
**4230 South Poplar, Casper, WY 82601 307-237-7322**

| Instrument | Monthly Payment |
|------------|-----------------|
| NEW Flute  | \$35.00         |

**SERVICE COVERAGE**

- A. All prices include a monthly Service Charge as follows: \$10.00
- B. All repairs must be done by Wyoming Music. Cost of repairs to instrument from negligence will be sole responsibility of lessee.
- C. Lessee is completely responsible for loss of instrument including fire or theft. Instruments are not to be left at school without authorization of Wyoming Music.
- D. **COVERAGE EXCLUDED:** reeds, mouthpieces, valve or slide oil, strings, bridge, bow.
- E. **If instrument is returned in less than 90 days, the cleaning/processing fee is \$30.00.**

**PAYMENTS**

- 1. All checks must be made payable to Wyoming Music. (**\$30 RETURN CHECK FEE**)
- 2. No instrument will be issued unless form is signed and payment made.
- 3. **PAYMENT IS DUE IN ADVANCE OF EACH RENTAL PERIOD.**
- 4. Payments made more than ten (10) days late will incur a late charge of \$6.00 per month.
- 5. All payments, less service charge, go toward purchase of instrument.
- 6. If instrument is returned at any time (INCLUDING SUMMER MONTHS), rental credit will be terminated. **NO REFUNDS FOR EARLY RETURNS.**
- 7. This agreement will continue until the instrument is returned or rental credit paid equals the list price. **RENTAL MUST BE ON CONTINUOUS MONTHLY BASIS.**
- 8. Violin, viola & cello sizes will be adjusted for student growth at no additional charge.
- 9. Wyoming Music reserves the right to turn unpaid accounts and charges over to a collections agency and customer will be accountable for any and all costs and fees of collection, including attorneys' fees.
- 10. Optional insurance must be purchased at the initial rental period.
- 11. There are no warranties other than those contained herein or such additional warranties as are reduced to writing and signed by both parties.

PARENTS' NAMES (Print) \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MAILING ADDRESS (if different) \_\_\_\_\_

FATHER'S EMPLOYER \_\_\_\_\_ PHONE \_\_\_\_\_

MOTHER'S EMPLOYER \_\_\_\_\_ PHONE \_\_\_\_\_

SOC. SEC.# \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_

NEAREST RELATIVE NOT LIVING WITH YOU: NAME \_\_\_\_\_ PHONE \_\_\_\_\_

STUDENT NAME \_\_\_\_\_ GRADE \_\_\_\_\_ SCHOOL \_\_\_\_\_

AUTOMATIC PAYMENT: VISA M/C DISCOVER YES \_\_\_\_\_ NO \_\_\_\_\_

INSTRUMENT \_\_\_\_\_ MODEL \_\_\_\_\_ SERIAL # \_\_\_\_\_

LIST PRICE \_\_\_\_\_ RENTAL FEE: \_\_\_\_\_ INSURANCE: \_\_\_\_\_ TOTAL: \_\_\_\_\_

I have read this contract and agree to rent from Wyoming Music. I agree not to sell, mortgage or dispose of merchandise until full payment is made, and will pay all fees necessary for any legal restitution of merchandise and/or collection of monies past due.

PARENT/RENTER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Wyoming Music Representative \_\_\_\_\_

# Wyoming Music Liability Damage Waiver Agreement

Wyoming Music, "Lessor", and \_\_\_\_\_, "Lessee", under a Rental-Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_, by which Lessee agreed to rent the musical instrument from the Lessor upon the terms and conditions stated therein. As provided in the Rental-Purchase Agreement, the Lessee shall be liable for any damage to the rented property in an amount equal to the lesser of the total of all remaining rental payments due under this agreement to acquire ownership of the rented property or the fair market value of the rented property at the time it is damaged. Lessee desires to purchase a liability damage waiver agreement from Lessor in accordance with the terms stated herein to protect against liability for damage.

Lessee hereby agrees to pay Lessor \$6.50 upon signing this agreement and \$6.50 for each month that the Rental-Purchase Agreement is in effect for the liability damage waiver granted by the Lessor herein. Such payments shall be paid with the monthly rental payment required by the Rental-Purchase Agreement.

In return for the payments to be made by Lessee hereunder, Lessor shall complete all repairs, except as provided below, to the rented property during the term of the Rental-Purchase Agreement at no additional cost to Lessee. Lessee shall be solely liable for the costs of repairs under the following circumstances:

- a. If such repairs are necessitated by abuse, misuse or neglect by Lessee;
- b. If repairs are requested for purely cosmetic purposes;
- c. If Lessee fails to either cure any default under the Rental-Purchase Agreement, or to reinstate the Rental-Purchase Agreement within the time permitted for reinstatement;
- d. If Lessee fails to remit any payment required by this agreement in a timely manner; or
- e. If instrument is lost or stolen or damaged by fire.
- f. Maintenance items, including but not limited to, reeds, mouthpieces, valve or slide oil, strings, bow, and cleaning, are excluded.

This agreement shall not constitute a warranty of any kind by Lessor, either express or implied, and Lessee hereby waives any such warranties by Lessor. This agreement of the parties with respect to the Lessor's waiver of liability for damage to the rented property and may not be modified except by written agreement of the parties.

## NOTICE

**THE PURCHASE OF THIS LIABILITY DAMAGE WAIVER IS NOT MANDATORY AND MAY BE DECLINED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LIABILITY DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR THE PROPERTY. BEFORE DECIDING WHETHER TO PURCHASE THE LIABILITY DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR HOMEOWNER'S OR CASUALTY INSURANCE, IF ANY, AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL PROPERTY AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Wyoming Music, Lessor:

Lessee:

By:\_\_\_\_\_

By:\_\_\_\_\_