



**McCutcheon Music, LLC Lease Agreement** DATE \_\_\_\_\_  
 38 Marco Lane, Centerville, OH 45458  
 (937) 435-2900 / (937) 435-9877 / music@mccutcheon.biz

INSTRUMENT	SIZE	NEW	BRAND	MODEL	SERIAL #	FOR RENTAL ONLY
		USED				CHECK HERE <input type="checkbox"/>

**RENTER INFORMATION:** (McCutcheon Music reserves the right to rent only to creditworthy persons who provide adequate information.)

Responsible Parent's Last Name	First name	M.I.	Street Address	City	State	Zip
Home Phone	Work Phone	Employed by	Work Address			
Social Security Number	Ohio Drivers License #	Spouse's name	Spouse's employer	Spouse's work phone		
Student's name	Grade	School	Student resides with	Nearest relative not living with you	Relationship	Phone
Responsible Parent's email	Spouse's email (if different)	(required) Credit Card type/number		exp. date	control #	

Instrument Price	\$	<b>MONTHLY CHARGES</b> Rental Fee \$ <small>(applied toward purchase)</small> Maintenance \$ Total \$ Tax \$ <b>TOTAL MONTHLY CHARGE \$</b> Total number of payments if contract runs to completion <input type="checkbox"/>	<b>NOTES:</b> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Upgrades			
mouthpiece _____ \$ <small>(if requested or if required by school)</small>			
mallets _____ \$ <small>(if requested or if required by school)</small>			
Other: _____ \$ _____ \$			
Tax	\$		
Total price	\$		

Payment by cash, check or credit card is due the \_\_\_\_\_ of each month and may be dropped off or mailed to  
**McCutcheon Music, 38 Marco Lane, Centerville OH 45458**

**Credit Card Monthly Withdrawal:** I (we) authorize McCutcheon Music, LLC to charge the monthly fee above to the credit card account below for the duration of this agreement.

TYPE OF CARD: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
 NAME ON CARD: \_\_\_\_\_  
 CARD NUMBER: \_\_\_\_\_  
 CONTROL NUMBER: \_\_\_\_\_ INITIAL: \_\_\_\_\_

I have read both sides of this agreement and agree to the terms, and I have received an exact copy of it.

McCutcheon Music, LLC	Date	Responsible Parent	Date
-----------------------	------	--------------------	------

## TERMS AND CONDITIONS

1. Payments (**minus maintenance charge**) may be applied toward the purchase of the above instrument. If the rental instrument is used, they may be applied to a new regularly priced instrument. New rental instruments may not be exchanged for used ones during the rental period
2. The lessee of a band or orchestral instrument may also change to a different band or orchestral instrument of equal or greater value and continue this agreement as long as lease payments are up to date. The lessee of a guitar or electric bass may change to other similar instruments and continue this agreement. Changing to a lower priced instrument is allowed but only a portion of the rental payments already made may be applied to the purchase. The amount will be adjusted according to the price of the new rental instrument. This agreement applies to instrument changes for the above named student only. Payments cannot be combined for family members or for multiple rentals.
3. The lessee may terminate the rental agreement at any time after the two-month minimum lease period by purchasing the instrument or by returning it as long as the account is paid up to date.
4. Any existing manufacturers warranty will be transferred to renter upon purchase of the leased item.
5. A lessee who fails to make a timely payment, shall before such lessee is determined to be in default, be allowed a grace period of ten days; however; no lessee shall be entitled to more than three such monthly grace periods per year. A late fee of \$5.00 per month will be assessed after the grace period. **Payments over 30 days late (along with late fees) will be automatically charged to the credit card on file.**
6. Returned checks will be assessed a \$20.00 charge. If two checks are returned, McCutcheon Music has the right to terminate this agreement and repossess the instrument.
7. Should the rental fee remain unpaid with no alternative solutions agreed to in writing by the lessee and McCutcheon Music, McCutcheon Music reserves the right to reclaim the instrument wherever it is being kept including the customer's home or at school.
8. If the lessee who has failed to make timely lease payments has surrendered the leased property to the lessor when the lessor or its agents requests him to surrender the leased property, then the lessee shall have the right to reinstate the original lease-purchase agreement without losing any rights or options previously acquired under the lease-purchase agreement within three lease terms after the expiration of the last lease term for which the lessee made a timely payment. Should lessee desire such reinstatement, the lessee shall pay:
  - a. any unpaid lease payments; and
  - b. any delinquency charges; and
  - c. a reasonable reinstatement fee of not more than five dollars; and
  - d. delivery charge if redelivery of the leased property is necessary.
9. Should the collection of the above fees require legal action, the lessee agrees to pay all related expenses incurred by McCutcheon Music, including court costs, attorney's fees and/or repossession charges.
10. McCutcheon Music will cover repairs and maintenance during the terms of this contract. Such repairs must be made through the McCutcheon Music repair service. **Cases of abuse, loss, neglect or damage in excess of normal wear and tear as determined by McCutcheon Music are not covered by this plan.** The lessee is responsible for routine day-to-day maintenance and the replacement of all accessories including (where applicable) mouthpieces, tooth guards, straps, reeds, rosin, rockstops and cleaning/lubricating supplies. Where applicable, McCutcheon Music does replace strings as part of this maintenance agreement. McCutcheon Music has the right to terminate this agreement if the rental instrument has been abused or neglected in any way. All durable accessories, including upgraded mouthpieces and mallets, must be returned in playable condition or charges will be made.
11. Rental instruments remain the property of McCutcheon Music and the lessee agrees not to sell, mortgage, remove from the state or otherwise dispose of the instrument until paid in full.
12. Maintenance coverage will be in effect only if rental payments are current.
13. The lessee does not have a requirement to purchase insurance for the property that is the subject of this lease-purchase from the lessor or any insurer owned or controlled by the lessor.
14. Should the instrument be stolen, McCutcheon Music will cover the cost of replacement of the instrument beyond the customer's homeowner's insurance coverage, provided that a police report is filed within 24 hours of the incident and a copy provided to McCutcheon Music. Also, signs of forcible entry must exist and be so stated in the police report. McCutcheon Music similarly covers fire damage.

### NOTICE:

**THIS LEASE-PURCHASE AGREEMENT IS REGULATED BY STATE LAW AND MAY BE ENFORCED BY THE ATTORNEY GENERAL OR PRIVATE LEGAL ACTION.**