

Instrument Rental Terms and Conditions

Rental Terms: Renter rents the instrument, case and bow if applicable [Collectively referred to hereafter as "outfit") on a month-to-month basis. Renter pays the first full month's rent at the time of rental. No rental fees including initial payment will be pro-rated or refunded. San Antonio Music Academy, LLC reserves the right to charge Renter's credit card at any time for rent past due, fees and any other amounts owed under this agreement. Renter agrees to furnish San Antonio Music Academy, LLC with current and accurate billing, contact and credit card information, and to notify San Antonio Music Academy, LLC within five (5) days of any changes thereto.

Rental Credit: This is NOT a "rent to own" agreement. It is a rental with the option to buy. One-half (50%) of all one-time monthly rental payments, excluding sales tax and maintenance fees, will accrue for every month this agreement is in effect. Rental Credit is only redeemable if Renter's account is in good standing and the rented instrument is returned in its original condition, and may not be combined with any other offers, discounts or promotions. Rental Credit may not exceed 80% of the total value of the rented outfit. Accrued Rental Credit will remain valid for a maximum of 7 days following the date of cancellation of this Rental Agreement, after which time it will permanently expire. All rented instrument outfits remain property of San Antonio Music Academy, LLC until the renter has exercised their option to buy. Notice to buy must be made in person or writing.

Cancellation/ Returns: This rental Agreement may be cancelled by renter or San Antonio Music Academy, LLC at any time, without penalty. To cancel this agreement, Renter must return the rented outfit, in person and in its original condition, to San Antonio Music Academy, LLC at the address listed below. Returns must be completed at least one day before the next payment due date to avoid being billed and charged the next month's rent and fees. Monthly rent and fees will continue to accrue until the outfit is returned.

Maintenance: For as long as San Antonio Music Academy LLC, is the owner of the rented outfit, all repairs and maintenance thereto must be preformed by San Antonio Music Academy LLC. Renter agrees to maintain the outfit in the same condition as when it was rented. Renter will not be reimbursed nor covered by the maintenance plan described below for any parts, modification repair or maintenance purchased or preformed by anyone other than San Antonio Music Academy, LLC. Renter will be held responsible for any work preformed on the rented outfit that is deemed substandard by San Antonio Music Academy, LLC.

Maintenance Plan (included in total monthly charge):

This Plan DOES:

- a. All routine maintenance and repairs of the rented outfit, including broken strings, worn bows and damaged cases.
- b. Accidental damage to any part of the outfit occurring from regular use, as deemed by San Antonio Music Academy, LLC.
- c. Theft or Fire - Provided that the renter furnishes San Antonio Music Academy, LLC with an official police report within 7 days of the occurrences and theft is not covered by any other insurance policy. If incidence of theft, the following statement must be in the report: "Stolen Instrument notify San Antonio Music Academy at 210-681-7262 if found" serial number must also be included in report.

This plan DOES NOT:

- a. Any loss, theft, damage, or heat related damage as a result of leaving the outfit in any motorized vehicle.
- b. Any loss or damage resulting from intentional misuse or negligence by Renter, as deemed by San Antonio Music Academy, LLC.
- c. Any loss or damage due to acts of God.

Renter's account must be in current and in good standing in order to make use of this Maintenance Plan. San Antonio Music Academy, LLC reserves the right in its sole judgment to replace, in lieu or repair, any instrument, bow or case with a similar item. *Subrogation: In the case of any damage, loss or theft of an outfit, of which San Antonio Music Academy, LLC is the legal owner, while in possession of the Renter and for which Renter is covered under a homeowner's, renter's, auto, or any other insurance policy, San Antonio Music Academy, LLC will have the right to any and all recovery obtained under that policy for the damage, loss or theft of the outfit.*

Collections: San Antonio Music Academy, LLC is the owner of the rented instrument outfit and may demand return of the outfit for any reason upon request. Renter agrees to return the instrument outfit as requested, in its original condition, within five (5) days of notification, or face possible criminal/civil action and be held liable for the full purchase/replacement cost of the outfit, any outstanding balance and fees, and any other related costs (including but not limited to, attorney and collection agency fees) to which San Antonio Music Academy, LLC is due. Any sale or pawn by Renter of the rented outfit will be treated as theft and legally prosecuted to the full extent possible.

San Antonio Music Academy
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