

Judi's Woodwind Shop

913-772-4568 • judisww@juno.com • judiswwshop.com

FLUTE RENTAL/PURCHASE CONTRACT (RENT TO OWN)



For office use only: () New Account _____
() Approval Code _____
() Special Invoice _____

Customer: _____ Social Security #: _____

Spouse: _____ Social Security #: _____

Musician's name: _____ School: _____

Customer's home address: _____

City: _____ State: _____ ZIP _____ How long? _____

Primary Phone: (_____) _____ Secondary Phone: (_____) _____

E-mail: _____

Customer's Employer: _____

Circle: Full-time Part-time How Long? _____

Employer's Phone: (_____) _____ Address: _____

Your title/position/rank: _____

Spouse's Employer: _____

Employer's Phone: (_____) _____ Address: _____

Spouse's title/position/rank: _____

Nearest living relative not living at above address: _____

Address: _____ Phone: (_____) _____

City: _____ State: _____ ZIP: _____

Flute Package:

Manufacturer:
Model:
Serial No:
Condition:

Pricing:

1. Flute	\$
2. Additions	\$
3. Subtotal (lines 1+2)	\$
4. Sales Tax	\$
5. Total Price (lines 3+4)	\$
6. Down Payment	\$
7. Balance (lines 5-6)	\$
8. Office Fee	\$
9. Principal Balance (lines 7+8)	\$
10. Finance Charge	\$
11. Total of Payments	\$
12. Deferred Payment (lines 6+11)	\$
13. Annual Percentage Rate	%

This contract Calls for the Following:

Contract payable in _____

monthly installments of \$ _____

with one final payment of \$ _____

The first installment will be billed to my credit or

debit card on ____/____/____ and each

successive installment will be billed to the same card

on the same day of each month.

Electronic debit/payment information (EFT):

--	--	--	--

M/C or Visa #

Exp: ____/____ CCV# _____

Name as it appears on card

Billing address: () same as above, or:
Address: _____

Circle: Credit card Debit card

City: _____

State: _____ ZIP: _____

By signing, I acknowledge I have read and understand the the terms of the contract. By signing, I agree to the terms of the contract. By my signature on this Instrument Rental contract, I authorize Judi's Woodwind Shop to automatically charge my credit or debit card for the initial and installment payments outlined above. I understand this contract is used to determine my credit worthiness to purchase/rent merchandise from Judi's Woodwind Shop. By signing, I authorize Judi's Woodwind Shop to obtain an Equifax copy of my credit report. All information on the contract is correct to the best of my knowledge.

Customer's signature: _____ Date: _____

Judi's Woodwind Shop signature: _____ Date: _____

TERMS OF JUDI'S WOODWIND SHOP FLUTE RENTAL CONTRACT:

1. Minimum rental period is three (3) months.
2. After down payment, rental money is paid monthly in advance by electronic payment to credit or debit card.
3. Renter is responsible for the fair market value of the instrument(s) if, and as of the time, it is lost, stolen, damaged or destroyed.
4. **Routine maintenance and repair is included during the rental period.** Intentional and excessive damage is not covered. Repairs for excessive damage will be charged at fair market rate for labor. Intentional and excessive damage is defined as "more than normal wear and tear." Intentional and excessive damage will be determined at the discretion of ownership/management of Judi's Woodwind Shop. Instruments will be repaired to good playing condition, not necessarily new condition. Un-repairable parts, such as broken/lost keys, or broken/disfigured sections of the instrument are the responsibility of the Customer and will be replaced with new parts at fair market value. All repairs must be made at Judi's Woodwind Shop.
5. The customer may return the instrument at any time after the three (3) months and be relieved of the remaining responsibility, provided the payments are up to date and the instrument and case are undamaged and in good condition.
6. **The customer may purchase the instrument at any time.** All rental monies paid will apply to the purchase price excluding the finance charge and official fees.
7. You understand and authorize that if the monthly rental fee becomes past due sixty (60) days, the then due balance, taxes and late charges will be charged to your credit card. Legal action may be instituted and you give Judi's Woodwind Shop the authorization to reclaim the instrument wherever it can be found.
8. No refund on Rental or Accessories if the instrument is returned.
9. Judi's Woodwind Shop agrees that **if the instrument is paid in full within 90 days** of the date of this contract, no finance charge will be assessed.
10. Full title and ownership to said merchandise will remain with Judi's Woodwind Shop until the total payment necessary to acquire ownership has been made.
11. If any part of a manufacturer's express warranty covers the instrument(s) at the time Customer acquires ownership of the instrument(s), it shall be transferred to Customer if allowed by the terms of the warranties.
12. a) If Customer fails to make a timely rental payment, he/she may reinstate this contract without losing any rights or options which exist under the agreement, by making payment within five (5) days of the renewal date of:
 - all past due rental charges;
 - reasonable costs of pickup and re-delivery (if the instrument(s) have been repossessed);
 - all applicable feesb) If Customer has paid less than 2/3 of the total of payments necessary to acquire ownership and has returned or voluntarily surrendered the instrument(s), other than through the judicial process, within five (5) days of the renewal date, Customer may reinstate the contract within 21 days after the date of the return of the instrument(s).
c) If Customer has paid 2/3 or more of the total of payments necessary to acquire ownership and has returned or voluntarily surrendered the instrument(s), other than through the judicial process, within five (5) days of the renewal date, Customer may reinstate the contract within 45 days after the date of the return of the instrument(s).
d) Nothing in this section shall prevent Judi's Woodwind Shop from attempting to repossess the instrument(s) during the reinstatement period, but such repossession shall not affect Customer's right to reinstate. Upon reinstatement, Judi's Woodwind Shop shall provide Customer with the same instrument(s) or substitute instrument(s) of comparable quality and condition.

The total of payments does not include other charges, such as late payment, default, pickup and reinstatement fees, which are separately discussed below. If any installment is not paid within 10 days after its scheduled due date, creditor shall be entitled to the deferral charge that would be permitted to defer the unpaid amount of the installment for the period it is delinquent, whichever is greater. If an installment is not paid within then (10) days after its due date, the creditor may unilaterally grant a deferral of the unpaid amount of the instrument and make and collect a charge not exceeding an amount equal to the **ANNUAL PERCENTAGE RATE** stated herein applied to the amount or amounts deferred for the period of deferral.

This agreement is subject to the provisions of the Kansas Consumer Lease-Purchase Agreement Act.

This note may be paid in full at any time before maturity without penalty. Upon such prepayment, the unearned portion of the **FINANCE CHARGE** of \$1.00 or more will be rebated, computed by the rule of the 78s. however, creditor may collect or retain a minimum **FINANCE CHARGE** of \$5.00 if the amount financed is \$75 or less, or \$7.50 if the amount financed exceeds \$75, and the **FINANCE CHARGE** earned at the time of prepayment is less than such minimum **FINANCE CHARGE**. If the **FINANCE CHARGE** contracted for is less than such minimums, upon such prepayment the **FINANCE CHARGE** contracted for may be retained or collected by creditor as the minimum **FINANCE CHARGE**.