

**TERMS and CONDITIONS**  
**New Milford Music Center, Inc. Rent-to-Own Agreement**

1. **Early Purchase Option:** At any time during the contract, the Lessee may acquire ownership of the instrument by payment to New Milford Music Center (NMMC) of 80% of the balance due at the time the option is exercised. The balance due will be the Rent-to-Own Price, plus tax, minus the total payments made to date. Default on payment voids EPO.
2. **Returns:** The instrument may be returned at any time without further obligation except for any outstanding amounts due at the time of return. Instrument must be in good repair, normal wear and tear excepted. Such return shall terminate this Lease.
3. **Lease Continuation:** You may continue renting this instrument monthly by paying the monthly rate as indicated on the reverse side. An invoice will be sent each month showing the monthly rate and the balance due to own, subject to the Early Purchase Option.
4. **Exchanges:** You may exchange your instrument for a different instrument once during the first year of rental. All payments to date at the time of the exchange will be applied to the different instrument and rentals will continue at the rate required for this instrument. Violins, Violas, and Cellos will be exchanged to the next size until a full size instrument is received by the Lessee. In some cases the Lease payments may be completed before the full sized instrument is received. In this case, NMMC will make exchanges until the full size instrument is received.  
Exchanges up to the next level instrument or professional instrument will be handled as a trade-in by NMMC. Lessee must own the instrument to be traded or the balance due will be subtracted from the trade-in value. NMMC will negotiate trade-in value. Band and Orchestra instruments cannot be exchanged for guitars, amps, drum sets or keyboards.
5. **Ownership:** The instrument is, and at all times, shall remain the property of NMMC unless the Lessee should purchase the instrument per the terms of this agreement.
6. **Default:** A monthly payment which is more than fifteen (15) days late shall incur a late charge of \$1.00. Any monthly payments remaining unpaid more than sixty (60) days, at NMMC's option, may result in termination of this agreement. The instrument, in such case, must be returned to NMMC with any late amounts due or the remaining balance must be paid in accordance with this agreement. NMMC may take any and all appropriate actions, including legal proceedings, to collect the payments due from the Lessee and any other damages to which may be entitled. The Lessee agrees to pay NMMC all costs, including attorney's fees associated with such action. If default does occur and the instrument is returned the account may be reinstated within 90 days, 180 days if 60% of the total cost has been paid. All late amounts due NMMC and a \$5.00 reinstatement fee must be paid before reinstatement takes place and instrument is returned to the Lessee.
7. **Returned Check Fee** of \$10.00 shall be incurred for any check returned from the Bank as non-collectible.
8. **Instrument Selection:** NMMC reserves the right to provide a New or Like New instrument based on NMMC available inventory. If a Like New instrument is issued, and a New instrument is requested, the Lessee may exchange for a New instrument when they become available. The number of payments and the balance due would then be changed to reflect the higher cost. If the instrument received is unacceptable, or if any terms and conditions of this agreement are unacceptable to the Lessee, the instrument may be returned within three (3) days for a full refund, providing the instrument is returned in the same condition as it was when received from NMMC.
9. **Damage and Repairs:** Lessee agrees to properly care for instrument at all times. Minor repairs or adjustments necessitated by normal use are included in the rental. Lessee will be responsible for repair or replacement costs resulting from damage due to an intentional or negligent act or omission. Expendable items such as strings, reeds, drum sticks, drum heads, bow hair, rosin oils, bridges, or mouthpieces are the responsibility of the Lessee.
10. **Fire or Theft:** NMMC agrees to discharge the Lessee from liability for the remaining balance on the instrument issued if destroyed by fire or as a result of theft. NMMC requires a fire report or police report to substantiate the loss. LOSSES DUE TO MYSTERIOUS DISAPPEARANCES OR AS THE RESULT OF THE INSTRUMENT BEING MISPLACED OR LEFT UNATTENDED OR TOTALLY DESTROYED BY ACCIDENT ARE EXCLUDED. YOU MAY WISH TO DETERMINE WHETHER YOUR OWN HOMEOWNERS OR CASUALTY INSURANCE AFFORDS YOU COVERAGE FOR THESE POSSIBILITIES. No replacement instrument will be issued.
11. **Warranty:** To the extent allowable, NMMC will transfer the unexpired portion of all warranties provided by the manufacturer of the instrument to Lessee at the time Lessee acquires ownership of instrument.

**New Milford Music Center is a member of the National Association of Music Merchants.**

**Thank you for choosing New Milford Music: Center for your rental instruments and please call us if you have any questions.**