

Balu Musik, LLC 7832 Frontage Road Skokie, IL 60077	Date: Account #:
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APPLICANT INFORMATION

Name: Address: Mobile Phone: Home Phone: Date of Birth:	Email: Driver's License #: License state: Exp: Employer:
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INSTRUMENT INFORMATION

1. Agreement: this rental-purchase agreement is made and entered into on the date indicated below, between the renter and Balu Musik, LLC. Renter agrees to rent and furnish the instrument described below (together with all equipment and accessories thereon or hereafter added thereto) on the following terms and conditions.

2. Instrument: Serial: _____ Brand: _____ Model: _____ Condition: _____

Condition details:	Accessories: mouthpiece and flight case
3. Initial Payment: Initial # of months: Initial Payment (w/tax): Worry-free package initial payment: Total Initial Payment:	4. Monthly Payment: Payment: Worry-free package: Total payment with tax: Starting date: on receipt

5. Purchase Info: Deposit: _____ Purchase Price: _____

6. Worry Free Plan: **Yes:** ____ (I wish to purchase the worry-free plan)
No: ____ (I decline the option to purchase the WORRY-FREE PLAN. I understand that I am now fully responsible for all the maintenance on the rented instrument at my own expense, and I am responsible for loss, theft, or damage in excess of normal wear and tear, or destruction of the instrument, at the minimum cost ranging from \$85-\$250 up to a maximum of the fair market value up return. I also understand that I cannot add this feature onto my contract at any other point.)

7. Optional AutoPay: *Credit Card: _____ *Bank Draft: _____
*additional form will be provided for additional required information

8. Initial Rental Period: The initial payment covers one month's rental. After that, you may return the instrument or continue renting by paying the monthly rental payment. The initial rental payment and monthly payments will not be prorated for refunds or credit. The initial rental period cannot be extended or renewed.

By signing, I state that I have read and understand the terms and conditions of this agreement, including those on the following page.

Renter's Signature: _____ Date: _____

Balu Musik, LLC: _____ Date: _____

TERMS AND CONDITION OF RENTAL - PURCHASE AGREEMENT

1. THIS LEASE PURCHASE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN RENTER AND BALU MUSIK, LLC. This rental-purchase agreement shall not be, deemed to be, amended, supplemented, or otherwise modified in any way, unless such amendment, supplement, or modification shall be in writing and signed by Renter and Balu Musik, LLC.
2. _____ RENTER CERTIFIES THAT ALL INFORMATION FURNISHED BY OR ON BEHALF OF RENTER IN CONNECTION WITH THIS RENTAL - PURCHASE AGREEMENT IS TRUE AND CORRECT IN ALL ASPECTS.
3. EARLY OWNERSHIP AND TITLE: The cost of rent does not include these other charges: the optional Worry-Free Plan (WFP), reinstatement fees or applicable taxes. Renter understands Balu Musik, LLC, retains title to the instrument until renter makes all rent and other payments required under this rental purchase agreement to acquire ownership, or exercise the Early Purchase Option. If the renter declares bankruptcy, then the instrument must be returned to Balu Musik, LLC, immediately. Renter does not have the right to keep possession of the instrument if all payments necessary for ownership have not been made.
4. _____ PURCHASE OPTION (BAND AND ORCHESTRA CONTRACTS): Renter may exercise a purchase option as follows: To purchase the rented instrument, the renter may complete 25 monthly payments or if the renter wishes to purchase the instrument before 25 monthly payments have been made the renter may pay off the balance of the instrument minus the accumulated _____ of the monthly payment. To purchase a step-up instrument the renter paid is to be applied to the instrument of equal or greater value of the instrument currently being rented.
5. _____ WORRY FREE PLAN (WFP): The Worry-Free Plan (WFP) offers conditional maintenance. If purchased by Renter, the WFP will be in effect during the term of the rental-purchase agreement if payments are up to date. In the event the instrument listed above becomes damaged or deteriorated in performance for reasons other than misuse, negligence, vandalism, or unauthorized repairs, Balu Musik, LLC will repair and regulate it at no charge. Balu Musik, LLC agrees to provide the following services under the WFP: a) general checkups as needed, b) total adjustment and proper regulation of the instrument, c) replacement of all pads, corks, and springs as needed, d) removal of dents that affect the "playability" of the instrument, e) pulling of stuck slides and mouthpieces, f) case repairs, g) cleaning, sterilization, and lubrication as needed. Balu Musik, LLC WILL NOT provide the following services under the WFP: a) repairs of damage beyond normal wear and tear, b) repairs to lacquer, silver-plated, or nickel-plated finishes, c) cracks in orchestral instruments, d) replacement of lost parts, e) replacement of accessory items such as mouthpieces, oils, etc. During this period of the agreement as described above: a) in the event of total loss due to fire, burglary theft by force, or damage beyond repair (caused by reasons other than misuse, negligence, vandalism, or unauthorized repairs), Balu Musik, LLC agrees to replace the instrument with one of comparable brand, age, and condition of the original instrument at time of such total loss, b) in the event of total loss, as set forth above, this replacement provision covers only the instrument, case, and standard accessories (this replacement DOES NOT cover any personal items), c) in the case of total loss due to burglary or theft by force, Balu Musik, LLC requires presentation of an officially notarized or certified police report, issued with 48 hours of discovery of the total loss (failure to do so will void coverage), d) only actual forced breaking and entry shall constitute burglary. Theft by force DOES NOT include mysterious disappearance from residence, school band or orchestra rooms, lockers, school buses, or any circumstances in which unauthorized force is not a factor. For the purpose of this agreement, the determination of what constitutes "misuse, negligence, vandalism, or unauthorized repairs" shall be made in the sole judgment of Balu Musik LLC.
6. MAINTENANCE AND REPAIR: Renter understands that if the WFP is not purchased, Renter is responsible for maintaining the instrument in good working condition during the term of this agreement at Renter's expense. If WFP is not purchased, there will be a cleaning and refurbishing charge ranging from \$85 to \$150 up to a maximum repair charge equal to the fair market value of the instrument.
7. DEFAULT: If Renter fails to make a rental payment within 10 days of the due date, or if Renter fails to observe any other term in this agreement, all of which are material, Renter will be deemed to be in default, and this agreement terminates. If Renter defaults and Balu Musik, LLC gives any notice by law, Renter will be entitled to all legal remedies, including repossession of the instrument. Renter is responsible to pay Balu Musik, LLC any and all cost of collection, including repossession and collection fees, attorney fee, and court costs as permitted. Upon default, all of the Renter's previous rent paid, if any, will be void and Renter will be liable for any amounts due to Balu Musik, LLC, and the immediate return of the instrument to Balu Musik, LLC.
8. _____ TERMINATION: The initial terms of this rental agreement is for 10 months. After 10 months the rental agreement may be terminated at any time with a required 30-day written notice. Renter can terminate this agreement after the 30-day notice by returning the instrument to Balu Musik, LLC in original condition. All original issued accessories must be returned with the instrument. Renter is responsible to pay for any missing original issued accessories at the time of the return of the instrument.
9. _____ BILLING AND CHANGE OF ADDRESS: The monthly rental payment is due on the anniversary of the date of this agreement on the first page, during the term hereof. Payments will be credited on the date received. Send all payments to Balu Musik, LLC., 7832 Frontage Road, Skokie, IL 60077. For billing inquiries or customer service regarding this agreement, please email sales@balumusik.com. The total initial payment is NOT REFUNDABLE. In the event the instrument is returned, any unused portion of the paid monthly rental fee is NOT REFUNDABLE. IN the event the instrument is returned, any unused portion of the paid monthly rental fee is NOT REFUNDABLE. Renter will receive billing statements from Balu Musik, LLC via email or text message, unless the auto pay option is chosen by the renter. Renter must inform Balu Musik, LLC in writing of any address change as soon as possible. All rental payments are due in advance. Renter is responsible for the monthly payment, even if no billing statement is received. Rent payments are not contingent on practice, lessons, or time in the repair shop.
10. _____ CREDIT REPORT: Renter authorizes Balu Musik, LLC to obtain a personal credit report at any time during this agreement. Renter authorizes Balu Musik, LLC and any other assignee of this Rental-Purchase Agreement to release to any credit bureaus, credit interchanges, and other grantors of credit such information relating to this transaction and renter's credit worthiness as may be determined pertinent by Balu Musik, LLC. Renter further authorizes Balu Musik, LLC to obtain any credit, employment, and income verification from any such person and any past/present employer or renter.