

MAGNUM MUSIC CENTER

110-112 WEST POPLAR ST
SIDNEY OH,45365
937-916-7952

OHIO FLEX PAYMENT/RENTAL AGREEMENT *CONFIDENTIAL*DO NOT FAX OR DUPLICATE*

FIRST NAME _____ LAST NAME _____

STREET ADDRESS _____ APT/LOT # _____

CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____ APT/LOT # _____

(IF DIFFERENT) CITY _____ STATE _____ ZIP _____

YEARS AT

CELL # _____ HOME # _____ RESIDENCE ___ RENT/OWN ___

SOCIAL SECURITY # _____ DATE OF BIRTH _____

DL OR STATE ISSUED ID # _____ STATE _____

EMPLOYER NAME _____ POSITION _____

EMPLOYER PHONE _____ EXT. _____ YEARS AT JOB _____

CREDIT CARD # _____ DEBIT CARD_ CREDIT CARD _____

VISA, MASTERCARD,DISCOVER, AMERICAN EXPRESS PERATION DATE _____ CVV/CCV _____

NEAREST RELATIVE #1 (NOT LIVING WITH YOU) _____

RELATIONSHIP _____ RELATIVE'S PHONE _____

NEAREST RELATIVE #2 (NOT LIVING WITH YOU) _____

RELATIONSHIP _____ RELATIVE'S PHONE _____

In this Agreement, "we", "us", and "our", mean the lessor. "you" and "your", meant the person(s) signing this agreement as the rental customer(s). "MMC" means Magnum Music Center. "Agreement" means this equipment rental-purchase agreement. "equipment" means the rental property.

1. INITIAL RENTAL PAYMENT: Your minimum initial term is one month (or as otherwise disclosed in "notes". after that, you have three options: (1) you can continue renting by making monthly rental renewal payments in advance; (2) you can buy the equipment; or (3) you can return it to us in good repair with no further obligation, except for past due payments.

2. RENTAL TERM AND PAYMENT SCHEDULE: This Agreement is for one month and is renewable by making renewal payments in advance for every month you choose to renew this Agreement.

3. PURCHASE OPTION: You do not own the equipment. If you choose and are current, you can buy the equipment at any time by exercising your early purchase option (EPO). Your EPO price is the "lease purchase price", less 100% of all rental payments made (not including any taxes or fees), less 10% of that amount, plus tax. The "EPO Price" or "lease purchase price" does not include other charges such as late fees, which are explained below. Any unpaid late fees and past due payments will be added to the payoff.

4. TERMINATION AND DEFAULT: you may terminate this Agreement at any time by returning the equipment in good condition, fair wear and tear excepted, or by making arrangements with us for its return. You must pay any past due amounts you owe. We may terminate this Agreement if you fail to keep any of your agreements. We may notify you of termination in writing, or by e-mail, or by telling you. You agree to pay us the fair market value of the equipment if you fail to return it to us when this Agreement terminates. You remain liable for rental payments until equipment is returned to us.

5. LOSS OF OR DAMAGE TO EQUIPMENT: You are liable for loss of or damage to the equipment in excess of normal wear and tear from all causes. You must pay us the fair market value of the equipment if it is lost or destroyed. If it is damaged, you must pay us immediately for all repairs, not to exceed fair market value. We do NOT carry insurance on the equipment. You are not required to purchase insurance for the equipment from us or from any insurer owned or controlled by us.

6. CREDIT CARD AUTHORIZATION: You hereby authorize us to charge your credit/debit account number provided on this Agreement and/or otherwise provided to us for any amounts owed under this Agreement. These charges may include the remaining balance of purchase price/value less credit for previous rent paid should equipment not be returned to magnum music center upon demand, past due rent payments (more than 10 days late), unpaid late fees, returned checks, NSF fees, billable repair charges, and for missing items upon cancellation of agreement and return of equipment.

7. CONSENT TO CONTACT By signing below, I agree to receive emails from Magnum Music Center at the email address I provided, as well as to receive customer service and collections calls, including through the possible use of automated dialing systems and prerecorded messages and texts, at the telephone/cellular number(s) I provide Magnum Music Center.

8. OTHER CHARGES: These fees are all reasonably related to the service performed.

a) *Bank or credit card declined:* if your payment is denied for any reason, you must pay us a \$25.00 charge to cover our costs in processing your payment in addition to your rental payment.

b) *late fee:* if you fail to make a renewal payment within 7 days of due date, you must pay us \$5.00 plus your rental payment to continue using the equipment. Late fee amount subject to change if state law changes.

c) *NSF check fee:* if your check is returned for any reason, a NSF fee of \$25.00 or maximum allowable by State Law will be due or charged to the credit/debit card we have on file.

d) *security deposit.* See item #18

9. MAINTENANCE OF EQUIPMENT: You are fully responsible for maintaining and servicing the rental equipment including all adjustments, repairs and general cleaning.

10. REINSTATEMENT: If you fail to make a timely renewal payment, this Agreement expires. You can reinstate it without losing any rights previously acquired by making all payments due or returning the equipment to us as soon as we ask you to. If you return the equipment to us promptly, you will have three months from the date of return to reinstate, we will furnish you with the same equipment or equipment of comparable quality and condition.

11. WARRANTY: If a manufacturer's warranty still covers the equipment when you acquire ownership, we will transfer it to you if it is transferable.

12. REIMBURSEMENT OF COSTS: If you breach this agreement, you will have to pay us for all reasonable costs we incur in getting our equipment back. These cost may include attorneys's fees and court costs if they are incurred and permitted by law.

13. EQUITY: You understand that we own the equipmentuntil you buyit or obtain ownership as stated in this Agreement. If you declare bankruptcy, we retain title, and the equipment must be returned to us immediately. You do not have the right to a refund of any rental payments when this Agreement is terminated.

14. LOCATION OF EQUIPMENT: You agree to keep the equipment on your person or at the address shown above. You must inform us in writing of any address changes. If you remove the equipment without our written consent, we have the right to terminate this Agreement immediately.

15. ASSIGNMENT: You have no right to sell, transfer, assign, pawn, pledge, sub-lease, or encumber the equipment o this Agreement in any way. We may sell, transfer, or assign our rights in this Agreement.

16. DAMAGE TO OTHER PROPERTY AND CONTACT WITH THIRD PARTIES: You understand that we will not be responsible for any loss or damage to any property arising out of your use of the equipment. You also agree that we can contact your spouse, or your nearest living relative regarding your account with us.

17. CREDIT REPORT AUTHORIZATION: You give us permission to obtain a credit report on you for approval perposes and at any time during this Agreement.

18. SECURITY DEPOSIT: You may have been required to make a security deposit. When this Agreement terminates, we will refund any security deposit less any amounts you still owe us within 30 days.

19. NECESSARY CORRECTIONS: We reserve the right to make corrections, which might be necessary due to mathemat errors caused by systems, staff or agents. You are entitled to a full accounting at any time and upon request. reserve the right to make modifications as directed by applicable law when necessary.

Autopay Enrollment Auzorization
 Sign below to authorize paymnt(s) from your credit/debit card information provided for initial payment and/of Monthly Pyamnets:

Initial Payment Monthly Payment Billing Zip Code _____

Cardholder Signature X _____

Initial Payment Disclosure

Initial rent \$ _____
 Initial Tax \$ _____
 security deposit \$ _____
 Admin Fee \$ _____
 total initial payment \$ _____

Monthly Payment disclosure

Rent Per Month \$ _____
 Sales Tax Per Month \$ _____
 Total Monthly Charge \$ _____
 Total Number Payments to Purchase _____
 Date Due Each Month _____
 Next Payment Due Date _____

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

YOUR SIGNATURE X _____ DATE _____

MMC SIGNATURE X _____ DATE _____

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