

# RENTAL AGREEMENT



## CUSTOMER INFORMATION (all information required)

To be completed by a parent or guardian

\_\_\_\_\_ Date

\_\_\_\_\_  
Last Name (of parent/guardian)      First Name      MI

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Phone Number      Cell      Work

\_\_\_\_\_  
Home Address (no P.O. boxes)

\_\_\_\_\_  
City      State      Zip

\_\_\_\_\_  
Driver's License or ID Number      State Issued      Exp. Date

\_\_\_\_\_  
Employer (if self-employed, please provide the name of your business)

\_\_\_\_\_  
Employer's Phone Number and Address

\_\_\_\_\_  
Student's Name      School      Grade

## PAYMENT OPTIONS (initial one)

\_\_\_\_\_ **AUTOMATIC CHARGE:** I authorize Violins of Omaha LLC to automatically charge my credit card listed below on the 1<sup>st</sup> of each month for all rental payments.

\_\_\_\_\_ **Self-Pay:** I will make monthly rental payments by cash, check or credit card on or before the 1<sup>st</sup> of each month. I understand that my card will be charged for rent and late fees if my balance is not paid in full by the 10<sup>th</sup> of the month.

**ALL RENTERS:** There is a \$10 late fee for rent unpaid, for any reason, by the 10<sup>th</sup> of the month. By signing this form you authorize Violins of Omaha LLC to charge your credit card for any amounts owed under this agreement. Please see rental agreement for details.

**PLEASE READ THE TERMS AND CONDITIONS PROVIDED By signing you affirm that you have read and understand all terms provided.**

X \_\_\_\_\_  
**Signature of Responsible Party**

\_\_\_\_\_  
**Date**

To be completed by a Vof O associate:

### INSTRUMENT (one per form)

Violin Viola Cello Bass

Serial Number: \_\_\_\_\_

Size 1/4 1/2 3/4 4/4

Condition: \_\_\_\_\_

Purchase/Replacement Cost of Outfit:

\$ \_\_\_\_\_

Monthly Rental Fee: \$ \_\_\_\_\_

Monthly Maintenance: \$ \_\_\_\_\_

Deposit : \$ \_\_\_\_\_

Total initial payment \$ \_\_\_\_\_

TOTAL PAYMENT (incl. tax)

DUE THE 1<sup>st</sup> OF EACH MONTH:

\$ \_\_\_\_\_

### CREDIT CARD INFORMATION *required for all rentals*

NOT Accepted: Debit or Check cards, ATM or Cash cards, Gift or Promo cards

Card number \_\_\_\_\_ **CCD** \_\_\_\_\_

Card type M/C Visa Discover AMEX D/C

NAME ON CARD      EXP. (MO/YR)      BILLING ZIP

To be completed by V of O associate

### ACCESSORIES

(purchased separately)

Item # or name	Price
_____	_____
_____	_____
_____	_____
_____	_____

**Violins of Omaha LLC**

1301 Nicholas St. G-2 Omaha, Nebraska 68102  
Tel. 402 301-7687 Email info@violinsfomaha.com

## INSTRUMENT RENTAL AGREEMENT

**RENTAL TERMS:** Renter rents the string instrument, bow and case (collectively referred to hereafter as “outfit”) on a month-to-month basis. Renter pays the first month’s pro-rated rent and deposit at time of rental. The deposit will be refunded at the end of the rental term if Renter’s account is current and in good standing. This Rental Agreement automatically renews on a monthly basis and is billed (and charged, if applicable) before 10:00AM on the first day of each month this contract is in effect, unless cancelled by Renter or Violins of Omaha LLC as described herein. The rental payment is due the first day of each month and is considered late if not received, for any reason, by the tenth day of the month, after which time a \$10 late fee is assessed and will recur for every month in which payment is delinquent. Violins of Omaha 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 Violins of Omaha LLC with current and accurate billing, contact and credit card information, and to notify Violins of Omaha LLC with any changes thereto. Renter authorizes Violins of Omaha LLC or its representatives to contact Renter at his or her home and to use all legal methods available for the collection of rented outfits and delinquent balances. A \$30 fee will be charged for each returned check. Violins of Omaha, LLC reserves the right to cancel or modify this Agreement with written notification.

**RENTAL CREDIT:** This is NOT a “rent to own” agreement. Seventy Percent (70%) of all on-time monthly rental payments, excluding sales tax and maintenance fees, will accrue for every month this agreement is in effect. This credit may be used ONLY toward the purchase of the rented outfit or another instrument from the inventory of Violins of Omaha LLC at time of purchase. Rental Credit may be combined with Renter’s last month’s rent for a total of up to 90% of the new instrument price. 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. Accrued Rental Credit will remain valid for a maximum of 14 days following the date of cancellation of this Rental Agreement, after which time it will permanently expire.

**CANCELLATION /RETURNS:** This Rental Agreement may be cancelled by Renter or Violins of Omaha LLC at any time, without penalty. To cancel this agreement, Renter must return the rented outfit, in person and in its original condition, to Violins of Omaha, LLC at the address below. Monthly rent and fees will continue to accrue until the outfit is returned.

**\*\*\*\* 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.** Violins of Omaha LLC does not pro-rate the final month’s rental fee or refund rent already paid, regardless of cancellation date. Renter remains liable after this agreement is cancelled for unpaid rent, fees, and any other charges incurred during the rental period .

**MAINTENANCE:** Violins of Omaha LLC remains the owner of all rented string instrument outfits, and all repairs and maintenance thereto must be performed by Violins of Omaha 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 performed by anyone other than Violins of Omaha LLC. Renter will be held responsible for any work performed on the rented outfit that is deemed substandard by Violins of Omaha LLC.

### **RENTAL OUTFIT MAINTENANCE PLAN (included in total monthly charge):**

#### **Cost per instrument, per month:**

VIOLIN: \$6    VIOLA: \$7    CELLO: \$12    BASS: \$15

#### **This plan DOES cover:**

- a. All routine maintenance and repairs of the rented outfit, including, worn bows and damaged cases.
- b. Accidental damage to any part of the outfit occurring from regular use, as deemed by Violins of Omaha LLC.
- c. Theft Provided that the renter furnishes Violins of Omaha LLC with an official police report within 48 hours of the occurrence and the theft is not covered by any other insurance policy.

#### **This plan DOES NOT cover:**

- d. Any loss, theft, damage, or heat related damage to a rental outfit as a result of leaving the outfit in any motorized vehicle. Never under any circumstances put a string instrument in the trunk of a car. Never leave a string instrument unattended in any compartment of any vehicle. Broken strings are not covered.
- e. Any loss or damage resulting from intentional misuse or negligence by Renter as deemed by Violins of Omaha LLC
- f. Any loss or damage due to acts of God

Renter’s account must be current and in good standing in order to make use of this Maintenance Plan. Violins of Omaha LLC reserves the right in its sole judgement to replace in lieu of repair and instrument, bow, case, with a similar item from Violins of Omaha LLC.

**COLLECTIONS:** Violins of Omaha 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 5 days of notification or face possible criminal/civil action and be held liable for the full purchase/replacement cost of the outfit, outstanding rental balance and fees, and any other related cost (including but not limited to attorney and collection agency fees) to which Violins of Omaha 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.

### ***Violins of Omaha LLC***

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