



Kimberley Jurens Woodwind Repairs Inc.

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KJWR Inc. Rental Terms and Conditions 2023

This document constitutes a contract between Kimberley Jurens Woodwind Repairs Inc. and the Lessee, and is subject to the following terms and conditions:

- 1.) Title and ownership of the instrument stated on rental the contract will remain with Kimberley Jurens Woodwind Repairs Inc. until all consecutive rental payments received equal the rental price as stated on the reverse of this contract or when the contract is bought out by the Lessee.
- 2.) 100% of all payments received can be applied to the purchase price of the rented instrument. In the case of the Lessee wishing to buy out this contract, from Kimberley Jurens Woodwind Repairs Inc. upon buyout ownership of the instrument will transfer to the Lessee with a 1 year warranty. If the instrument is not bought out early and the Lessee continues to make payments either monthly or yearly, the instrument will be considered purchased by the Lessee once payments received equal the purchase price listed on the contract.
- 3.) A percentage of the rental payments received may be applied towards the purchase of another instrument (of equal or greater value) from Kimberley Jurens Woodwind Repairs Inc. The details of transferable credit are found in the current rental brochure for that particular rental.
- 4.) **A valid credit card (Visa, MasterCard, Amex) is required for all rental contracts.** The Lessee must be employed/have a regular income source and a daytime contact number must be provided. The Lessee agrees to inform Kimberley Jurens Woodwind Repairs Inc. of any changes to the reverse of this contract, including change of name, address, phone number or credit card information. Failure to inform Kimberley Jurens Woodwind Repairs Inc. within 60 days of such changes will constitute a breach of contract and result in a demand for the return of the instrument.
- 5.) Shipping charges are not included in the price of rentals. Any shipping charges will be assigned to the Lessee.
- 6.) **MONTHLY RENTALS**
 - a) The minimum rental period for all instruments is three (3) months unless otherwise stated in writing. Payments are due for each subsequent month by E-transfer, Post-dated cheques or Credit card. E-Transfer payments directed to: payments@kjwoodwindrepairs.ca
 - b) Credit Card information of the Lessee must be supplied as security regardless of payment option chosen.
 - c) Rentals returned prior to the minimum 3 month rental period will be charged 3 months rental. If an instrument is returned within 7 days of the initial rental date, 1 month rent (+ taxes) will be charged. Monthly Rentals returned more than 5 days into the next month (without prior arrangements in writing) will be charged for that month.
 - d) Past Due NET30 Accounts: Accounts past due for more than ninety (90) days will result in the forfeit of all payments and the full purchase price as stated on the reverse will be due and payable.
 - e) Monthly rentals typically paid via lessee initiated E-transfer or credit card payments, overdue by more than 5 days will be billed by Kimberley Jurens Woodwind Repairs Inc. to the credit card on file for that month.
 - f) A \$15 service charge is applicable to any NSF or returned cheques.
 - g) In the event of a cheque being returned NSF, the Lessee authorizes Kimberley Jurens Woodwind Repairs Inc. to charge the credit card supplied for the both amount of the returned cheque plus a \$15 service charge unless arrangements have been made satisfactory to Kimberley Jurens Woodwind Repairs Inc.
 - h) The Lessee is responsible for informing Kimberley Jurens Woodwind Repairs Inc.. of any changes to name, address, phone number, post dated cheques and credit card information, including expiry date.
 - i) If an instrument is returned early as part of an instrument purchase, all applicable paid rent transfers to the purchase.

7.) **YEARLY RENTALS**

a) Yearly rentals cover any consecutive 12 month period and it paid as a lump-sum amount at the beginning of the 12 month term. The instrument must be renewed or returned by the renewal date listed on the rental contract. E-Transfer payments directed to: payments@kjwoodwindrepairs.ca

b) Credit Card information of the Lessee must be supplied as security regardless of payment option chosen.

c) If the instrument has not been renewed or returned by the renewal date, the Lessee acknowledged that this agreement will be continued and authorizes Kimberley Jurens Woodwind Repairs Inc. to charge their credit card at the yearly rate listed for the upcoming year.

d) If the Lessee returns the instrument after the renewal date and a yearly payment has been charged, the yearly payment will be refunded less the corresponding monthly rate for each month the instrument is kept.

e) Failure to contact Kimberley Jurens Woodwind Repairs Inc. within 30 days of the renewal date with a form of payment or return of instrument will result in the demand for return of the instrument. Accounts past due for more than ninety (90) days will result in the forfeit of all payments and the full value of the instrument will be assigned to the Lessee.

f) If an instrument is returned early as part of an instrument purchase, all applicable paid rent transfers to the purchase.

8.) **INSURANCE**

a) Insurance (in the amount of \$1/month) is mandatory, included in the rental price and covers accidental damage (such as vandalism) , theft and fire. In the case vandalism, theft or fire, a police report is required and the Lessee must provide a copy of the report & / or the file number to Kimberley Jurens Woodwind Repairs Inc.

b) Insurance does not cover loss, abuse or neglect. Repeated damage will void both insurance and the rental contract. In the case if misuse, the instrument must be returned to Kimberley Jurens Woodwind Repairs without and no refund of payments will be given.

c) Determination of the cause of damage will be made solely by Kimberley Jurens at Kimberley Jurens Woodwind Repairs Inc..

d) Insurance is invalid if instrument is taken outside of British Columbia.

e) If taking the instrument out of BC, a request for permission to do so must be submitted in writing fifteen (15) days in advance.

f) If the instrument is damaged beyond repair, the instrument must be returned to Kimberley Jurens Woodwind Repairs Inc. for evaluation and determination of the insurance claim.

9.) The Lessee may terminate this contract by returning the instrument to Kimberley Jurens Woodwind Repairs Inc. The initial three month payment is non-refundable. The Lessee will remain responsible for any overdue payments, damage if any, and missing accessory items issues at the time of rental until a return receipt is issued.

10.) The Lessee acknowledges that the instrument was received in good condition with all accessories (flute case, flute cover, tuning rod and cleaning cloths.)

11.) The Lessee acknowledges that any changes in Provincial or Federal sales tax (PST, GST) will be reflected on payments.

12.) **PAST DUE ACCOUNTS**

If for any reason this agreement is past due over 90 days, Kimberley Jurens Woodwind Repairs Inc. reserves the right to demand the return of the rented instrument with any past due rent and penalties payable. Accounts past due for more than ninety (90) days will result in the forfeit of all payments and the full rent to own price as stated on the reverse will be due and payable. Please keep your contact and financial information current to avoid this action.

13.) Kimberley Jurens Woodwind Repairs Inc. will allow in some cases for instruments to be exchanged for a parallel rental if needed on this contract. If during the rental period the instrument is exchanged, all rental payments that have accrued may be transferred as rental credit. Exchange credit is only issued for accounts in good standing and if the rental period is uninterrupted.

14.) The instrument on this contract is covered by warranty from manufacturer defects for the duration of the rental period. **All repairs or warranty servicing must be provided by Kimberley Jurens Woodwind Repairs Inc.**

15.) These terms and conditions are subject to change without notice. Should any updates occur, Kimberley Jurens Woodwind Repairs Inc. will provide the Lessee with updated terms and conditions via the email address they have provided.