

LEASE PROGRAM RETURN POLICY

Instruments are leased on a **month to month** basis. Leased instruments may be returned to Miles Ahead Music at any time thereby terminating the orchestra lease agreement. The instrument must be returned in person to Miles Ahead Music. The lease agreement will be canceled when the instrument is received at the store.

Miles Ahead Music must be notified by the customer if instrument return arrangements are made with the music teacher at the child's school. Customer's will remain responsible for instruments returned to the school in the event the instrument is lost or stolen.

If a leased instrument is returned and a full sized instrument is not purchased, all lease payments which have been paid to Miles Ahead Music will be treated strictly as rent paid for the use of the instrument.

Lease money is available only for use by the individual account holder who has been leasing the instrument and **may not be transferred to or combined with any other lease or rental account.**

Terms and Conditions of Miles Ahead Music Orchestra Instrument Lease Program

1. Under the Orchestra Instrument Lease Program, the initial payment plus 100% of the monthly lease fees may be accumulated for a period of up to thirty-six (36) months, following the two month trial period, toward the purchase of a **new full size orchestral instrument**. The customer may return the leased instrument and purchase a new full size orchestral instrument at any time during the lease period. The purchase price of the new instrument will be retail price, plus sales tax, at the time the customer makes the purchase. The new instrument that is purchased must be of equal or greater value as compared to the current retail price of the instrument that was leased and must be of the type included in the Orchestra Lease Program. If the customer does not wish to purchase a new instrument by the end of the 36 month rental accumulation period, the customer may continue to lease the instrument by paying the monthly lease fees. **Lease payments after the 36 month period** will be treated strictly as rent paid for the use of the instrument and **will not increase the lease money which may be applied toward the purchase price of a new full size instrument**. Rental money may be applied only toward the purchase of a new instrument as listed in the Orchestra Lease program and may not be applied toward the purchase of band instruments, instrument repairs, music lessons, or other products or services offered by Miles Ahead Music.
2. Orchestra instruments in the Lease Program are divided into three groups. Group I includes all undersized violins and violas. Group II includes undersized cellos and Group III are undersized basses. Instruments in a given group are considered to be "equal value". Instruments in Group II are considered to be greater value as compared to those in Group I.
3. Upon the recommendation of an orchestra director or private teacher, the customer may exchange the leased instrument for another instrument as listed in the Lease Program, as long as lease payments are current. In this situation, the lease money may be transferred to the replacement instrument, subject to the "equal or greater value" rules as stated above.
4. Leased instruments are the responsibility of the customer, i.e. the parent or guardian of the child, and the said responsibility includes reimbursement to Miles Ahead Music for any instrument which is lost or stolen, as well as any damage to the instrument as a result of negligence or willful destruction.
5. Under Miles Ahead Music's "Free Service" policy, our repair department will repair or adjust the leased instrument without charge throughout the term of this lease, as long as lease payments are current and the necessary repairs are not due to negligence or willful destruction. Free service does not include the replacement of lost or broken parts, strings, bows or other accessory items. The instrument must be brought to Miles Ahead Music. **Miles Ahead Music will not be responsible, or reimburse a customer, for any unauthorized repair, i.e. repair work done by a repair facility other than Miles Ahead Music.**
6. Miles Ahead Music reserves the right to repossess any instrument if the account becomes delinquent by thirty (30) days or more. The parent or guardian will be responsible for the outstanding balance of unpaid lease fees on the account and any and all collection costs involved, including legal fees. Non-receipt of a bill does not exempt liability if a customer fails to notify Miles Ahead Music of a billing address change. **Any rental fees that are considered late or uncollectable may automatically be charged to the credit card on the front of this contract without notice. There is a \$25.00 repossession fee.**
7. **A \$25.00 fee will apply for any check returned for any reason.**
8. **If any Balance Due remains unpaid for more than 4 days beyond the statement due date, a LATE CHARGE of \$5.00 will be added to the balance due.**
9. **If any one or more monthly rental payments are not paid by the 30th day after their due dates, Miles Ahead Music reserves the right without prior notice to the customer to charge any and all such delinquent payments to the credit/debit card previously provided by the customer.**