

## RENTAL PROGRAM RETURN POLICY

Instruments are rented on a **month to month** basis. Rented instruments may be returned to Miles Ahead Music at any time thereby terminating the instrument rental agreement. The instrument may be returned in person, or shipped by UPS, US Mail or any prepaid mail service, to Miles Ahead Music. The rental 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 rental instrument is returned and a new instrument is not purchased**, all rental payments which have been paid to Miles Ahead Music will be treated strictly as rent paid for the use of the instrument.

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

---

### Terms and Conditions of Miles Ahead Music Band Instrument Rental Program

1. Under the Band Instrument Rental Program, the initial payment plus 100% of the monthly rental payments (the Rental Money) may be accumulated for a period of up to thirty-six (36) months, following the two month trial period, toward the purchase of the rented instrument. The customer may return the rental instrument and purchase a new band instrument at any time during the rental period. Rental money accumulated at the time of purchase may be applied toward the new instrument purchase price. The purchase price of the new instrument will be the manufacturers suggested retail price, plus sales tax, at the time the customer makes the purchase. The new instrument that is purchased must be one of equal or greater value as compared to the current manufacturer's retail price of the instrument that was rented and must be of the type included in the Band Instrument Rental 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 rent the instrument by paying the monthly rental fees. **Rental payments after the 36 month period** will be treated strictly as rent paid for the use of the instrument and **will not increase the rental money which may be applied toward the purchase price of a new instrument**. Rental money may be applied only toward the purchase of a new instrument as listed in the rental program and may not be applied toward the purchase of instrument repairs, music lessons, or other products or services offered by Miles Ahead Music.
2. Band instruments in the Rental Program are divided into two groups. Group I includes clarinets, flutes, trombones, trumpets, drum kits and percussion kits. Group II includes alto and tenor saxophones, baritone horns, french horns and oboes. 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 a band director or private teacher, the customer may exchange the rental instrument for another instrument as listed in the Rental Program, as long as rental payments are current. In this situation, the rental money may be transferred to the replacement instrument, subject to the "equal or greater value" rules as stated above.
4. Rented 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 rental instrument without charge throughout the term of this rental period, as long as rental 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, mouthpieces or other accessory items. The instrument may be brought to Miles Ahead Music or shipped by UPS, US Mail or any other prepaid shipping service. **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 rental 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 30<sup>th</sup> 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.**