

**JKEAA Music Services, LLC**  
 19069 Van Buren Blvd. Suite 113  
 Riverside, CA 92508  
 (951)789-1422 / (951)789-1412 fax

# Rental Contract

<b>Office Use only:</b>	
Contract Start Date:	_____
Next Due Date:	_____
Acct # _____	Contract # _____

Applicant: \_\_\_\_\_ Student: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_  
 Employer: \_\_\_\_\_ City: \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Ext \_\_\_\_\_  
 Driver's License: \_\_\_\_\_ State: \_\_\_\_\_ DOB: \_\_\_\_\_ SS# X X X / X X / \_\_\_\_\_

<b>Instrument:</b> _____	<b>Brand:</b> _____
<b>Model:</b> _____	<b>Sr#:</b> _____ <b>Value:</b> \$ _____

<u>Monthly Payment</u>	
Base Rent:	\$ _____
Sales Tax:	\$ _____
LDW:( ) _____ <small>(Initial)</small>	\$ _____
<b>Monthly Total:</b>	<b>\$ _____</b>
<b>Down Payment:</b>	<b>\$ _____</b>

JKEAA Representative: \_\_\_\_\_

**Terms and Conditions:**

- This agreement exists between the customer ("Renter") renting an instrument and JKEAA Music Services, LLC dba JKEAA Music.
- THIS INSTRUMENT IS NOT FOR SALE:** The title of this instrument shall at all times remain with "JKEAA Music".
- JKEAA Music agrees to supply the instrument and nothing further is indicated or implied. The Rental Agreement and/or instrument is not transferable except in the case of an exchange for another rental instrument. There is no fee to exchange; however, the down payment (first month's rent) for the replacement instrument is due at that time. Rental Credits may be transferred from one contract to another for the same customer and instrument family only.
- The renter is responsible for the care, maintenance and the return of the instrument in the same condition it was received. We allow for normal wear & tear which is solely determined by JKEAA Music Services, LLC. The renter will be responsible for loss or any damage done to the instrument regardless of cause or fault. The Instrument replacement cost is notated on this contract as "Value". All repairs must be done by JKEAA Music Services, LLC. The rental instrument must be kept in the care, custody and control of the renter and be kept at the address listed on the contract. JKEAA Music must be notified of any address changes within 30 days.
- Upon completion of the minimum rental period, you may terminate this Agreement at any time by returning the instrument. There are no refunds for unused days of the month in which returned; in addition, JKEAA Music does not pro-rate monthly rental amounts for returned rentals. The instrument must be returned to JKEAA Music at the address indicated on this form and your responsibility will not cease until it is. No other party is permitted to accept the return of the instrument without written or printed authorization of JKEAA Music. **If you are unable to return the instrument in person, you must contact JKEAA Music for a Return Authorization Number. DO NOT leave the instrument at a school without one. Instruments left at a school improperly will continue to accrue rental fees and other associated charges.**
- This is a month-to-month Rental Agreement with payments due in advance each month. A down payment will be required upon receipt of the instrument. The rental payments will begin at the beginning of your second month on the commencement date of the contract. The renter is required to keep an active credit card on file at all times. Accounts that become ten (10) days past due will be charged a fee of ten dollars (\$10) for each late payment. After the account becomes ninety (90) days past due the renter agrees to purchase the instrument at 100% of the instrument value listed on this contract.
- New Instrument Purchase Option:** You may purchase a brand new instrument from JKEAA Music and receive a credit towards the JKEAA Music Price equal to the total of the rental portion of all your **on-time** rental payments plus get an extra 25% off. Late payments made more than ten (10) days after the due date will not count toward Rental Credits. This amount is known as your "Rental Credit." The Rental Credit shall not include any accessories, books, LDW fees, or any other item that was not rented. Purchases using a Rental Credit must be made during the rental period. A Rental Credit may be used only once, in full, towards the purchase of one (1) brand new instrument of the same or related instrument family (i.e. you may not use a saxophone Rental Credit to purchase a guitar). Instrument families are Band, Orchestra, Strings and Percussion. Rental Credits may not be used toward pre-owned instruments or any non-instrument purchases. Rental Credits are limited to purchase of in-stock models and may not be used for special orders. Rental Credits may not be transferred, shared, divided, apportioned, or otherwise used except as a single one-time amount. Rental Credits remaining after a purchase, if any, are forfeited. Once an instrument is purchased, there are no further return or exchange options. Rental Credits unused are forfeited. Rental Credits have no cash value.
- Loss & Damage Waiver:** Renter liability will be waived for a monthly fee for stolen or damaged instruments. A police report must be filed and submitted to JKEAA Music for any lost or stolen instruments within 72 hours from when they are lost or stolen to use the Loss and Damage Waiver. Rental fees will continue to be charged until the police report has been submitted to JKEAA Music. JKEAA Music will provide the renter with a replacement instrument one time for \$50.00. If the instrument is damaged and there are no signs of malicious intent, which will be solely determined by JKEAA Music Services, LLC, we will repair the instrument at no charge to the renter. **Accounts must be kept current for coverage to apply.**
- Failure to Pay or Return:** If the renter fails to make their scheduled payments or return the instrument to JKEAA Music, this would be considered a violation of California law and the renter may be subject to additional costs and penalties. JKEAA Music has the right to recover reasonable legal fees brought on by any litigation over this contract. Any legal proceedings or action relating to this contract shall take place in state or federal court in the County of Riverside, California.
- Changes to Contract Terms:** Any changes to the terms of this contract must be done in writing and signed by the renter and an authorized representative of JKEAA Music Services. No oral agreements will be honored.

Signature: _____	Date: _____
I, the renter, agree to all of the terms and conditions listed above and authorize JKEAA Music Services, LLC to properly charge the credit card that I have provided according to the terms of this contract. I also understand that JKEAA Music Services, LLC has the right to verify any information provided by the renter to confirm its accuracy and the renter's credit worthiness at any time. JKEAA Music Reserves the right to terminate this contract at any time.	