

Please Note: The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

**Rental Purchase Contract H.B. Woodsongs, 3101 28<sup>th</sup> St, Boulder, CO (303) 449.0516 hbwoodsongs.com**

Renter	Phone	Rent-To-Own (RTO) Price	
		Cash "Buy It Now" Price	
Billing Address	Driver's License #	Adjustments to RTO Price	
City, St, Zip	Date of Birth	Adjusted RTO Price	
		Sales Tax (*may change)	
Email (Required)		Total RTO Cost Instrument *	
Company/Employer (Required)	Student Name	Monthly Rental Fee	
		Sales Tax Per Mo. (*may change)	
Instrument Mfg. Type	School or Teacher	Optional Maint Plan Fee	
		Monthly Payment inc OMP & tax*	
Serial # New Used	Payment Day	Total # Payments to Purchase	
		Total Purchase Amt inc OMP & tax*	

**It is understood and agreed that:**

- 1. Monthly Payments:** The Renter will pay monthly payments payable in advance. The monthly payment will include a monthly rental fee, a Maintenance Plan charge if applicable, and all applicable sales taxes. The initial rental period is two months, for which a non-refundable payment is due upon signing this agreement. For subsequent monthly payments due, the Renter may opt for credit card auto pay, or to receive Payment Invoices by email. The Renter will make a payment on or before the monthly Payment Day noted above. If payment is not received within 5 days of the due date, the account is past due, and a \$2.00 late fee will be assessed. Returned Checks are subject to a \$25.00 fee. Note: The Renter is responsible for monthly payments beginning on the date of this agreement even if the Renter does not receive a bill.
- 2. Ownership:** The Renter will not permanently move the property from the address shown in this Agreement without written notification to H.B. Woodsongs (HBW), and will not sell, dispose or pledge this property as security while this Agreement is in effect. The Renter will not own the rented property until: the Renter has made the total number of payments and/or paid the entire Purchase Amount noted above. In case of bankruptcy, the instrument shall not be included in any bankruptcy estate unless all payments have been made.
- 3. Early Buyout Option** At any time after the first rental payment is made, the Renter may exercise the early buyout option described herein to acquire ownership of the property, provided that all payments required by the Agreement are current and the Agreement has not been terminated by default. The renter shall pay the balance of the Rent-To-Own price due, less 20%, and less the remaining optional maintenance plan fees.
- 4. Default:** The Renter will be in default under this contract if the Renter fails to make his required payment within five (5) days of the due date, or if the Renter has failed to observe any other portion of this Agreement.
- 5. Remedies:** In case of default, The Renter shall make payment of outstanding charges, and/or surrender the property to HBW within 10 days after receiving written notice from HBW of the default. The Renter understands that HBW may recover the property without legal process from the Lessee if he defaults. The Renter agrees to pay all reasonable collection and repossession costs and attorney's fees in the event that HBW retains an attorney or collection agency to recover the property, and/or any outstanding charges due.
- 6. Reinstatement:** The Renter who breaches this agreement has the right to reinstate the original agreement without losing any rights or options previously acquired under this agreement, if both of the following apply: a) The Renter has promptly surrendered the property to HBW subsequent to having failed to make a timely rental payment; and b) Not more than 60 days have passed since the Renter returned the property, or 120 days if the Renter has made more than 60% of the total number of payments required to acquire ownership. The Renter shall pay a \$5.00 reinstatement fee plus the outstanding balance of any accrued missed payments and late charges plus a \$10.00 new-contract administrative fee. HBW will provide the Renter with the same property if still available, or property of comparable quality and condition.
- 7. Return Privilege:** The Renter may, at any time, return the property described above to HBW in good condition; and if not in default hereunder, The Renter will be released from any further liability under this agreement as to such property. In this case, HBW will retain all amounts The Renter has previously paid.
- 8. Exchanges:** Exchanges may be made within like instrument groups. 100% of the rental fees paid to HBW (excluding optional fees, late fees, and taxes) will be credited towards the price of the second rental instrument, providing the amount does not exceed 50% of the price of the second instrument. The Renter will be required to enter into a new agreement, and pay additional rent as necessary.
- 9. Loss of Property:** The Renter agrees to be responsible for the outstanding balance remaining of the fair market value (adjusted price above) of the property if, and as of the time it is lost, stolen, abandoned or destroyed.
- 10. Maintenance of Property:** Property is rented in good and playable condition. Any and All work on the property must be performed by an HBW authorized technician. Unless the Renter has opted to purchase the Maintenance Plan, as acknowledged below, The Renter accepts total responsibility for the maintenance of the property.
- 11. Optional Maintenance Plan:** HBW will pay for maintenance of the rental property as described on the Maintenance Plan Supplement. The maximum accrued total HBW will pay on this plan shall not exceed the lesser of \$500.00 or 50% of the total instrument price noted above. This agreement does not pay the cost of any: a) Replacement of expendable items such as reeds, oils, strings, drumsticks, etc.; b) Restoration of instrument finish or removal of dents which do not affect the playability; c) Property other than described on the Rental/Purchase Agreement. Any account that is more than Five (5) days late will void this Maintenance Plan. NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A MAINTENANCE PLAN TO COVER YOUR RESPONSIBILITY FOR MAINTENANCE OF THE PROPERTY. THE PURCHASE OF THIS MAINTENANCE PLAN IS NOT MANDATORY, AND IF PURCHASED, MAY BE CANCELED WITHIN ONE MONTH OF THE DATE OF THIS AGREEMENT. THIS PLAN MAY NOT BE ADDED AFTER THE DATE OF THIS AGREEMENT. THIS IS NOT A LIABILITY DAMAGE WAIVER. YOU MAY WISH TO DETERMINE WHETHER YOUR OWN HOMEOWNERS OR CASUALTY INSURANCE AFFORDS YOU COVERAGE FOR LOSS OF THE RENTAL PROPERTY, AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. I acknowledge receipt of the separate Maintenance Plan disclosure of conditions, restrictions, and exclusions; and I wish to Purchase the Maintenance Plan for the monthly charge on this agreement, which is automatically renewable after the initial period with each payment during the term of this rental agreement. This plan is not available for Folk Instruments. Accept \_\_\_\_\_ Reject \_\_\_\_\_
- 12. Credit Reference:** I authorize HBW to use my Credit Card as Security. This contract authorizes HBW to charge any past due balance to **Account** \_\_\_\_\_ **Exp** \_\_\_\_\_ **CVV** \_\_\_\_\_ Card Present **Yes** \_\_\_\_\_
- 13. Auto Pay:** I authorize HBW to charge my monthly payments to my credit card listed above, until the property is returned to HBW or until I have paid the total purchase amount shown above. \_\_\_\_\_ Note: It is the responsibility of the Renter to inform HBW of any changes to the credit card information listed above.

NOTICE TO RENTER - READ BEFORE SIGNING-1) DO NOT SIGN THIS BEFORE YOU READ IT, INCLUDING ANY WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. 2) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. 3) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. 4) YOU HAVE THE RIGHT TO EXERCISE AN EARLY BUY-OUT OPTION AS PROVIDED IN THIS AGREEMENT. EXERCISE OF THIS OPTION MAY RESULT IN A REDUCTION OF YOUR TOTAL COST TO ACQUIRE OWNERSHIP UNDER THIS AGREEMENT.

**HBW (H.B. Woodsongs) by**  
Signature \_\_\_\_\_

**Renter**  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Please make sure to fill in the next page (School Supplies Order Form) if you need books or supplies, or are requesting delivery to your school.



# SCHOOL SUPPLIES ORDER FORM

**Instrument Care Kit:** \_\_\_\_\_

*(Care kits provide supplies recommended by teachers that are not included in rental.)*

**Book(s):** \_\_\_\_\_

*(Please specify book title(s), instrument and volume. Most books cost around \$9-\$12.)*

**Folding Music Stand (\$18, includes carrying bag):**

*(Please check if you want the music stand included in rental package.)*

**Additional Requests:** \_\_\_\_\_

**School for Delivery:** \_\_\_\_\_

*(Only available with instrument rental. Leave blank if picking up at store.)*

*I authorize HB Woodsongs to charge credit card # provided on rental contract for the above items.*

**Name:** \_\_\_\_\_

**Please tell us how you found out about HB Woodsongs. Thank You!**

*Referred by School   Referred by Friend   Newspaper Ad   Online Ad*