



POTTERVIOLINS

7711 Eastern Ave, Takoma Park, MD 20912
(301) 652-7070
www.potterviolins.com

This is a copy of the "Rental Contract Terms and Conditions" for your records.

Rental Contract Terms and Conditions. Effective July 13, 2017.

1) ACKNOWLEDGEMENT: All instruments from Potter Violins leave the store in good playing condition and good repair. There are no open seams or open cracks. The bow hair, strings, and instrument have been set up and adjusted by a Potter Violins luthier. If you are picking up the instrument at our store, please examine the instrument before you leave. Should your instrument be damaged during shipping, you have 4 days after receiving the instrument to contact us regarding the type and extent of damage. We recommend you photograph the damage if possible. After the 4 day period has passed, the cost to repair any and all damages will be assumed by the customer.

2) This is NOT a "rent to own" program. The instrument you have rented is NOT for sale.

3) RESPONSIBILITY FOR OUTFIT: The customer assumes full responsibility for the rental outfit (instrument, bow, and case), including paying 100% of the costs for any and all repairs unless the customer has purchased the optional Protection Plan. In the event the instrument or bow is deemed "damaged beyond repair," the customer is liable for the full retail value of the instrument or bow. Experienced string players expect to have their instruments serviced on a bi-annual basis to keep the instrument in optimal performing condition in which the client is responsible for rehairing bow every six months and changing strings at that time.

4) PROTECTION PLAN: For an additional fee, Potter Violins offers a Protection Plan which greatly reduces the cost of repairs due to accidental damage or replacement if it is deemed "Damaged Beyond Repair." (Please note this is not insurance against loss.) If the Protection plan is purchased, Potter Violins will cover 60% of the total retail value thus reducing the customer liability to 40% of the total retail value of the instrument or bow. "Damage beyond repair" can include, but is not limited to, cracks to the front, back or sides of the instrument, significant damage to the varnish or damage to the scroll or any breakage of the stick of the bow. *The Protection Plan does not cover loss or theft of the instrument or bow, and does not cover bow rehairing or new strings.* Potter Violins recommends you insure your instrument with your homeowners or renters insurance company to provide coverage in the event of loss or theft. *Potter Violins will repair any defects due to manufacturing or materials with the exception of strings and bow rehairing free of charge.*

5) MAINTENANCE: One of the goals of our program is to help beginning players develop good habits regarding the care and use of their instrument. The instrument is leased in good condition, recently serviced with strings and bow hair in good condition and ready to be played for 120 hours (6 months) without needing to replace hair or strings with normal use. **Our rental fees only cover use of the instrument and bow, not the replacement of strings and bow hair. Instruments should be returned in recently serviced condition ready to be used by another customer. The customer hereby agrees Potter Violins is authorized to assess charges for deferred maintenance or repairs any time an instrument or bow is returned or exchanged. The customer agrees Potter Violins retains sole discretion in determining the costs of deferred maintenance.** Please remove any stickers, tapes, and/or teaching aids that have been applied to the instrument. If these are not removed, Potter Violins reserves the right to charge a fee of \$15 for violin/viola, \$20 for cello and double-bass.

All repairs to any rental instrument or bow must be done by Potter Violins. You may either bring the instrument/bow to the store or call us at (301) 652-7070 and receive instructions regarding shipping the instrument/bow back to Potter Violins. Shipping costs are at the customer's expense.

6) EXCHANGE: The customer may exchange the instrument for a different size or rental plan at any time. The customer agrees to pay any increase in rental fees that may result from a rental plan upgrade. If an exchange is requested of an instrument and/or bow of the same size, the customer may be subject to the cost of a new set of strings and/or bow repair for the instrument being returned (see section 4 above). All shipping charges, including insurance, associated with an exchange of instrument are the responsibility of the customer. Rental credit accumulates monthly and is not affected by exchanging the size of the instrument.

7) RENEWAL: This contract will run for an initial minimum term of 3 months and will automatically renew on the first of each month. Rental fees will continue to be charged until the instrument is in the possession of Potter Violins.

8) RENTAL CREDIT: 100% of the first 18 months' rent may be applied toward the purchase of the instrument or bow of your choice from our retail models as outlined below.

- A maximum of 18 months rental credit may be applied toward purchase, regardless of how long the instrument has been rented.
- Rental credit may be used to cover up to 50% of the purchase cost of an instrument or bow.
- Rental credit may be used to pay for up to 50% tuition for any Suzuki (SAA) or ASTA sponsored event.
- Rental credit may not be combined with trade-in credit or promotional discounts.
- Rental credit is non-transferable and non-refundable.
- Rental credit from multiple contracts may not be combined, even if the contracts are within a family or individual.
- Rental credit must be used within 60 days of contract termination, and unused rental credit will be forfeit after that time.
- Taxes and the Protection Plan are not included in rental credit accumulation.

9) BILLING TERMS: A non-refundable administrative fee will be charged to the customer for new contracts for the amount of \$45 for violin and viola, \$60 for cello, and \$75 for double-bass. The customer agrees they will provide to Potter Violins a valid credit card number which all rental fees will be charged for the duration of the contract. Monthly payments will be charged in advance to the supplied credit card until the instrument is returned. The customer is responsible for maintaining a valid credit card number with Potter Violins. Failure to do so may result in cancellation of this contract, forfeit of all rental credit and possible fees associated with collections of the debt incurred. Monthly rental fees are charged in advance and no refunds are issued for early returns within the first 3 months. The customer is subject to 6% Maryland tax unless otherwise exempt.

****Potter Violins requires notice of contract cancellation in the amount of final month's rent. If you cancel prior to your billing for the month in which you returned your rental, you will be charged for that month's rent in full.**

10) DELINQUENCY: The customer will be liable for all rental fees, including an 18% finance charge on balances over 30 days past due and any other costs resulting from the enforcement of the terms of this contract. These costs may include, but are not limited to: shipping charges, attorney fees, collection fees and/or court costs. Should a customer default on three consecutive monthly payments, then this contract may be deemed terminated and any accumulated rental credit forfeit. Potter Violins shall be entitled to take possession of the instrument at any location where the instrument may be found, with or without the knowledge of the customer. In the event a Potter Violins representative travels to repossess a rental outfit, travel fees will incur to the customer based on travel and labor expense (minimum \$35 fee) as determined by Potter Violins. In cases of non-payment, the customer is also liable for the full retail value of the instrument, and Potter Violins reserves the right to charge said purchase price to any credit card on file.

11) CHANGE OF CONTACT/CREDIT CARD INFORMATION: In the event there are changes to the customer's address, phone number, email, or credit card(s) on file, the customer agrees to contact Potter Violins within 10 days with the new information.

12) This contract is a contract under seal and intended to be a specialty under Maryland law.