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"RENEWABLE RENT TO OWN" MUSIC DEVELOPMENT AGREEMENT

1. Instrument shall be rented monthly, payable in advance. You will only receive a monthly statement as a regular reminder when payment is not received by the due date, we do not bill. For your convenience, we offer automatic monthly payment to credit card, and a monthly payment record is attached to agreement.
2. Title of ownership remains with DAVID FRENCH MUSIC CO., INC. throughout rental period.
3. Non-payment of one month's rental shall terminate this agreement, and DAVID FRENCH MUSIC CO., INC. reserves the right to retain possession of the instrument on sight or demand. David French Music Company reserves the right to charge past due rental fees (and late charges) to your credit card using information provided to us. The Lessee agrees to pay all costs and expenses incurred in collection including attorney's fees, collection and court costs.
4. Lessee hereby agrees to assume liability against fire, theft or damage (reasonable wear excepted) throughout the rental period, unless Lessee elects the optional Repair and Replacement Program.
5. INSTRUMENT MAY BE RETURNED AT ANY TIME DURING THE RENTAL PERIOD. THE DAVID FRENCH MUSIC CO., INC. MUST BE CONTACTED DIRECTLY BY CALLING 1.800.366.5993 FOR PROPER RETURN AUTHORIZATION AND INSTRUCTIONS. All payments must be up to date at time of return. Rental payments are not prorated and therefore cannot be refunded. You are responsible for instrument until it is returned at our office. Please do not leave the instrument at the school without notifying us; your school is not a party to this transaction.
6. There are no interest or finance charges. Additional rent of \$5.00 per month will be charged for each monthly payment which is 30 days past due.
7. WHEN REGULAR PAYMENTS EQUAL THE AGREED PURCHASE PRICE OF THE INSTRUMENT, TITLE THERETO WILL PASS FROM DAVID FRENCH MUSIC CO., INC. TO THE LESSEE.
8. OPTIONAL DISCOUNT PURCHASE PLAN — Instrument may be purchased at any time by deducting all paid rental fees from the rented instrument's price, subtracting 30% from the balance, and paying the difference, plus applicable tax.

COMPREHENSIVE REPAIR AND REPLACEMENT PROGRAM (R&R) (optional)

All new instruments leased or sold carry a manufacturer's limited warranty against defects from faulty materials or workmanship. In addition to this warranty David French Music Co., Inc. will provide the following protection, during the rental period, for an additional monthly charge (amount shown on reverse). Repair and replacement fees paid during the lease do not apply to the purchase of the instrument. This comprehensive repair and replacement program with David French Music Co., Inc. is available only during the rental period and will not be provided when the lease ends. Failure to pay the repair and replacement fees will terminate the repair and replacement coverage automatically.

The instrument will be replaced with one of equal quality at no charge in case of loss by fire or theft. THEFT MUST BE REPORTED TO LAW ENFORCEMENT AUTHORITIES AND TO THE DAVID FRENCH MUSIC COMPANY WITHIN 48 HOURS AFTER DISCOVERY OF LOSS. Loss by fire must be reported to the fire department and to the David French Music Company within 48 hours. Lessee will be required to furnish a certified copy of the report to the David French Music Company within 10 days.

All adjustments and repairs will be made to keep the instrument in proper playing condition, including replacement of parts. Coverage does not apply to willful or deliberate destruction by the Lessee nor the deterioration of appearance which does not effect the performance of the instrument, such as scratches, minor dents, and finish. Excluded from the coverage are drumheads, drumsticks, strings, replacement of expendable accessories, and routine cleaning of instruments. The David French Music Co., Inc., or approved affiliate, must perform all services.