

LACG Musical Instrument Rental Agreement

This Agreement is effective as of the _____ day of _____, 20__

BETWEEN:

“Los Angeles Classical Guitars”

1341 E. Colorado Blvd Pasadena CA, 91106 Tel. 626-529-0147 Email: sales@lacg.net

AND:

Name (use full legal name): _____ (the “Customer”)

Address - Street & Mailing: _____

City/ Town: _____ Province: _____ Postal Code: _____

Phone Numbers: Home: _____ Work: _____ Cell: _____

Email: _____

Name of person using the instrument: _____ School: _____

RELATING TO THE INSTRUMENT:

Type: _____
 Make: _____
 Model: _____
 Serial #: _____
 Purchase Price: _____

Condition of Instrument:

New Excellent Good Fair Poor

Dents: No: _____ Yes: _____

Other Damage: No: _____ Yes: _____

Comments:

3 Month Initial Rental Fee*:	\$
Monthly Rental Fee thereafter:	\$
Instrument Protection Plan*:	\$
Total:	\$

Payment Options:

dated Check: _____ Cash _____

Credit Card**: VISA MC AMEX

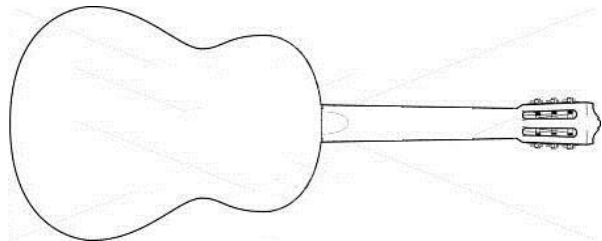
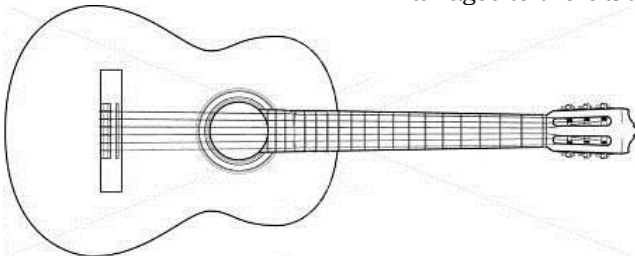
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Exp: ____/____ CVV: ____ Postal Code: _____

* Monthly Rental and Instrument Protection Policy prices include Sales Tax

** Credit card information authorizes Los Angeles Classical Guitars to collect monthly rental payments in the amount listed above.

Damages to the Guitar prior to the agreement:



THE OWNER AND THE CUSTOMER AGREE TO THE LACG MUSICAL INSTRUMENT RENTAL TERMS FOUND ON THE FOLLOWING TWO PAGES OF THIS AGREEMENT:

 The Owner (lacg)

 The Customer

Los Angeles Classical Guitars www.lacg.net sales@lacg.net

1341 E. Colorado Blvd. Suite 205 Pasadena, CA 91106 tel. (626) 529-0147

LACG Musical Instrument Rental Terms Agreement

1) **ACKNOWLEDGEMENT:** All instruments/guitars from Los Angeles Classical Guitars leave the store in good playing condition and good repair. There are no open bindings or cracks. The strings are in new condition and the instrument has been set up and adjusted by Los Angeles Classical Guitars. If you are picking up the instrument at our store, please examine the instrument before you leave the store with it in your possession. Should your instrument/guitar be damaged during shipping, you have 4 days after receiving the instrument to contact us regarding the type and extent of damage. Please photograph the damage, if possible. After the 4-day period has passed, the cost to repair any and all damages will assumed by the customer.

2) **NOT A RENT-TO-OWN PROGRAM.** The instrument/guitar you have rented is not for sale and remains the property of Los Angeles Classical Guitars.

3) **RENTAL CREDIT:** 100% of the first 6 months' rent may be applied towards the purchase of the instrument of your choice from our retail models.

- You must use this rental credit within 60 days of the contract termination.
- A maximum of 6 months rental credit may be applied towards purchase, regardless of how long the instrument has been rented.
- Any unused credit is forfeited at the time of sale.
- Accrued rental credit may be redeemed at any time toward the purchase of an instrument from our retail stock.
- Rental credit may be used only for the purchase of an instrument/guitar.
- Rental credit may not be combined with any other promotional discounts.
- Rental credit is non-transferable.
- Rental credit from multiple contracts may not be combined, even if the contracts are within a family or individual.

4) **EXCHANGE:** Lessee may at any time exchange the instrument for a different size or upgrade to a higher level rental program. Lessee agrees to pay any increase in rental fees that may result from a rental plan upgrade. Any and all shipping charges associated with an exchange of instrument are the responsibility of the Lessee. Accumulated rental credit will not be affected by exchanging an instrument due to upgrading a plan or changing an instrument size.

5) **RESPONSIBILITY FOR INSTRUMENT / GUITAR:** Lessee assumes full responsibility for the rental instrument/guitar, including paying 100% of the costs for any and all repairs unless they have purchased the optional Protection Plan, in which case they are liable for only 40% of repair costs.

In the event of loss or theft, the Lessee is liable for the full retail value of the instrument. Instrument Protection Plan does not cover loss or theft of the instrument. Los Angeles Classical Guitars recommends that you insure your instrument with your homeowner's or renter insurance company to provide coverage in the event of loss or theft.)

In the event the instrument/guitar is deemed "damaged beyond repair", lessee is liable for the full retail value of the instrument, unless they have purchased the optional Protection Plan, in which case they are liable for 40% of the total retail value of the instrument. "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 warped neck.

All repairs to any rental instrument must be done by Los Angeles Classical Guitars. You may either bring the instrument to the store or call us at 1-626-529-0147 and receive instructions regarding shipping the instrument back to Los Angeles Classical Guitars. Shipping costs are at the customer's expense. When returning this instrument, either due to closing the rental account or changing the size, the condition of the instrument will be assessed and, if there is determined to be damage beyond normal wear and tear, additional charges may be incurred and repair fees charged accordingly.

Los Angeles Classical Guitars will repair, free of charge, any defect due to manufacturing or materials, with the exception of strings.

6) **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 back in the possession of Los Angeles Classical Guitars.

7) **BILLING TERMS:** Lessee agrees that, for the duration of the contract, they will provide to Los Angeles Classical Guitars a valid credit card number to which all rental fees will be charged. The initial payment for the first 2 months and the last month of rental (and protection plan, if selected) will be charged upon shipment or pick up of the instrument. Succeeding monthly payments will be charged in advance to the credit card provided, until such time as the instrument is returned. Lessee is responsible for maintaining with Los Angeles Classical Guitars a valid credit card number. Failure to do so may result in cancellation of this contract, forfeit of all rental credit and possible fees associated with collections of debts incurred. Monthly rental fees are charged in advance and no refunds are issued for early returns within the first 3 months. Shipment to/from APO/FPO addresses is the responsibility of the customer.

8) **DELINQUENCY:** The lessee will be liable for a pick-up fee of \$35.00, in addition to all rental and late 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 Lessee default on three consecutive monthly payments, then this contract may be deemed terminated, in which case the Lessor 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 Lessee. In cases of non-payment, Lessee is also liable for the full retail value of the instrument, and Lessor reserves the right to charge said purchase price to any credit card on file.

9) **CHANGE OF CONTACT/CREDIT CARD INFORMATION:** In the event the Lessee changes the address, phone number or email address from that listed in the contract, or if the expiration date changes on the credit card(s) on file, Lessee agrees to contact Los Angeles Classical Guitars within 10 days with the new contact information.