

JOHN KEAL MUSIC

3 Convenient Locations

819 Livingston Ave. Albany, NY 518-482-4405
Parkwood Plaza Clifton Park, NY 518-371-4455
Proctors Arcade, Schenectady, NY 518-280-4088

OVER **90** YEARS OF EXPERIENCE

100% of rental payments apply toward purchase

Complete repair coverage



John Keal Music is proud to celebrate 90 years of support for music education. Many thanks to all of the musicians who have been part of our journey!

Type 1 & Type 2 Lease Agreement

Easy 3-Step Form!

STEP 1 CHOOSE YOUR INSTRUMENT

ALL INSTRUMENTS SUBJECT TO AVAILABILITY.
PLEASE CALL

Type 1 Instruments

- Open Hole Flute
- Piccolo
- Wood Clarinet

\$58.32
MONTHLY RENTAL
*Price includes
Repair/Loss
Protection &
Tax*

Renewal and regular monthly rate is \$48.00,
plus \$6.00 repair protection fee, plus tax.

Type 2 Instruments

- 1/2 String Bass
- 3/4 String Bass
- Soprano Saxophone
- Bass Clarinet
- Bassoon
- Bari Saxophone
- Double Horn
- 4 Valve Euphonium
- Tuba

\$110.16
MONTHLY RENTAL
*Price includes
Repair/Loss
Protection &
Tax*

Renewal and regular monthly rate is \$95.00,
plus \$7.00 repair protection fee, plus tax.

STEP 2 FILL IN COMPLETELY (Please Print)

Parent/ Guardian _____ Date of Birth _____
Parent/ Guardian _____ Date of Birth _____
Mailing Address _____ Home Phone # (_____) _____
City _____ State _____ Zip _____ Other Phone # _____
e-mail address: _____ Cell Work (_____) _____
Have you rented from us before? YES NO
CHILD'S NAME (First & Last) _____ SCHOOL _____
EMPLOYER _____
Parent/ Guardian _____ Parent/ Guardian _____

CREDIT CARD INFORMATION: Visa Master Card American Express Discover

Name on card _____

Card # _____ Exp _____ CVV _____

Charge My Credit Card for the Monthly Rental Each Month until this Agreement is Terminated

Charge My Credit Card for the Total Initial Payment ONLY

TOTAL PAYMENT:

All prices include tax

STEP 3 SIGN OUR AGREEMENT I have read all of the terms & conditions on the front & back of this agreement. I agree to all terms & conditions. I understand that this agreement will automatically renew until it is cancelled or terminated by any means specified in this agreement, including but not limited to, my return of the instrument to John Keal Music Co., Inc. I hereby authorize John Keal Music Co., Inc. to order a consumer report from a consumer credit reporting agency for purposes of investigating my credit standing.

Parent/Guardian _____ Parent/Guardian _____

RENTAL TERMS & CONDITIONS

1. The instrument you are renting is the sole property of John Keal Music Co., Inc. (the "Company"). You may not sell it or move it to another state. You must notify the Company of any change of address or phone number. An instrument is leased on a month to month basis. The instrument lease fee is as follows:
 - a. Type 1 Instruments \$54.00 + tax per month (includes \$6.00 + tax maintenance & repair)
 - b. Type 2 Instruments \$102.00 + tax per month (includes \$7.00 + tax maintenance & repair)
2. You will receive a coupon booklet with the monthly payment and due date listed on each coupon, or a letter notifying you of the beginning of monthly credit card charges and the date of monthly billing by the Company going forward, if you selected the automatic billing option. All rental payments are due in advance. There are no refunds on rental monies paid. A payment is considered late if not received within 10 days after the due date. A \$5.00 late fee notification charge will be assessed for each month that a payment is late. This agreement may be terminated by the Company if payments are more than 60 days overdue, at which time the instrument must be returned to the Company immediately. If an account is turned over to a collection agency you will be responsible for collection fees and any legal fees.
3. In the event that a rental payment is 30 days late, we reserve the right to, and you hereby authorize the Company to, charge overdue payments (including late fees) to your credit card using information provided in this agreement.
4. The instrument you are renting is not for sale, however all of your rental payments may be applied toward the purchase of a new instrument of the same type. Title and Right of Possession of the rented instrument shall always remain with the Company. You may exchange it for another instrument, subject to availability and adjustment in rental price, at any time, as long as your rental payments are current. If you file for bankruptcy, the instrument must be returned and your rental obligation satisfied, as the instrument is the property of the Company.
5. For band instruments: when the total of your rental payments is nearing the cost of a new instrument, the Company will attempt to contact you to let you know what your purchase options are. As long as your account is current and in good standing, all of your rental payments may be applied toward the purchase of a new instrument or you can continue your rental on the then-current terms. You are under no obligation to purchase an instrument and may simply rent until you decide to return.
6. For string instruments: when your child is ready for a full size instrument, as long as your account is current and in good standing, all of your rental payments may be applied toward the purchase of a new instrument, or you may continue renting a used full sized instrument. We do not sell used instruments or fractional size instruments. Payment of the balance may be made in twelve monthly installments. The actual price of new full size instruments cannot be anticipated, but current examples of full MSRP are (for student models with natural hair bows): String Bass \$3531.00 & up.
7. The Company may repossess an instrument if there is any charge that is 60 days in arrears. Repossession terminates this agreement but does not relieve you of charges incurred before or after repossession (including collection and legal fees).
8. The renter retains the right to terminate this agreement at any time by returning the instrument to the Company and informing the Company of such termination. If the instrument is returned, all payments made shall be considered rental payments for the use of the instrument and may not be used in the future toward the purchase of any instrument--the option to use your rental payments toward the purchase of an instrument shall be forfeited at the time the instrument is returned. **You are responsible for an instrument until it is returned to our place of business.** You must notify the Company of termination by calling #518-482-4405 or emailing a notice to info@johnkealmusic.com to arrange for return of the instrument in the event that you do not physically return the instrument to our place of business. This agreement will be deemed terminated effective as of the date of such telephone/email notice so long as the instrument is returned to the Company within 10 days.
9. The Company reserves the right to refuse to rent an instrument based on the results of a credit investigation or a previous rental.
10. All repairs must be made by the Company. The Company does not provide replacement mouthpieces, reeds, swabs, straps, grease, oil, strings, rosin, drum heads, drumsticks, or other expendables free of charge or as part of the repair fee. The Company does not restore appearance or refinish scratches that do not affect the performance of an instrument. The Company will pay for reasonable repairs as long as your monthly rental and repair/maintenance payments are up to date. If the account is delinquent, you will be responsible for the overdue payments and the cost of the repairs. The Company will not cover repairs due to malicious or reckless damage.
11. The Company has the right to pick up the instrument at school at six month intervals to inspect it and provide adjustments. Permission of the renter is not required for this service.

CUSTOMER OPTIONS

1. A customer may return an instrument and terminate this agreement at any time.
2. A customer may rent on a month-to-month basis. All of these rental payments may be applied toward the purchase of an instrument of the same type. See the terms above.

_____ FIRST DUE
 _____ + tax)
 _____ VALUE
 _____ CONT. DATE
 _____ DEL. DATE

FOR OFFICE USE ONLY