

Credit Application

RENTAL AGREEMENT

Account # _____
Date _____

Name _____ Spouse _____ Home Phone (____) _____

Cell Phone (____) _____ Spouse Cell Phone (____) _____ Email _____

Street Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Driver's License # _____ Exp. date _____

VISA or MasterCard #, **Not** Debit Card _____ Exp. date _____

Backup credit card (use if primary fails) _____ Exp. date _____

Employer _____ Occupation _____ Wk phone _____

Work address _____

Student's Name (1) _____ Student's Name (2) _____

Name of Private Teacher _____ Name of School Music Teacher _____

Emergency contact person **not** living with you: _____ Address _____
City _____ State _____ Zip _____ Phone _____

| #1 | Instrument | Description | ID # | Value | Return Date |
|----|----------------|-------------|-------------------------|----------------------|-------------|
| #1 | Rent per month | Tax | Security/Repair Deposit | Maintenance Coverage | |
| #2 | Instrument | Description | ID # | Value | Return Date |
| #2 | Rent per month | Tax | Security/Repair Deposit | Maintenance Coverage | |

Extra Equipment _____

Notes: _____

1. I understand that this instrument is rented on a monthly basis, the fee for which is PAYABLE IN ADVANCE, and is due on the _____ of that month. PAYMENT 15 DAYS PAST DUE WILL BE SUBJECT TO A LATE FEE OF \$2.00 PER MONTH, PER INSTRUMENT.

2. If the rental account becomes fifteen (15) DAYS PAST DUE, I, THE RENTER, AUTHORIZE Ifshin Violins to charge the past-due rent and late fees to my credit card. The renter agrees to renew the credit card until termination of this agreement or provide another Visa or MasterCard number. I understand that no more than \$500.00 will be charged to this card in any one occurrence.

Signed (#1) _____ Signed (#2) _____
card holder - instrument # 1 card holder - instrument # 2

3. I authorize Ifshin Violins to charge my rental payment, every month to my VISA/MASTERCARD.

Signed #1 _____ Automatic Payment V/MC _____
(card holder) expiration date _____

Signed #2 _____
(card holder)

4. I understand that there is no term limit to this contract. Return of the instrument and payment in full will terminate this contract. I will have a grace period of (five) 5 working days after the due date to return this instrument, after which, the next month's rent is due and payable in full. I understand that (other than the 5 days grace period), Ifshin Violins does not prorate rent. I understand that I shall be liable for any past-due rent, fees, or any repairs not covered by the Maintenance Coverage.

5. I understand that, regardless of the county of the renter, the tax on the rent is the tax rate of Contra Costa in California. Also, Ifshin Violins will be bound by the terms and limitations of this agreement for one year after the effective date. After this time, Ifshin Violins reserves the right to change terms, and /or rental fees at their discretion and after 30 days' notice to the renter.

6. Instruments are rented in good condition, with no raw wood showing, except where indicated in Condition Notes. Ifshin Violins will clean the instruments and adjust pegs, tailgut, tuners, soundpost, bridge, and fingerboard at no cost to the renter. Any other repairs due to damage, neglect, or accident, including fire and theft, shall be charged to the renter. Rental instruments are NOT INSURED BY IFSHIN VIOLINS. The renter agrees **not to take the bow or instrument to another shop for repairs** without prior authorization of Ifshin Violins. The security deposit may be used towards the cost of strings or repairs.

7. **THIS IS NOT A "RENT-TO-OWN"** contract. After renting the instrument for at least one year, the renter understands that A MAXIMUM OF SIX (6) MONTHS' PRINCIPLE FEE CAN BE ALLOWED AS CREDIT towards the purchase an instrument through our sales department or select Rental instruments.

8. If the instrument is removed from the renter's primary residence for an extended period of time (more than 45 days) or if the renter moves, Ifshin Violins MUST BE NOTIFIED of the instrument's new climate or location.

9. Should the renter violate the terms or conditions of this agreement, or declare bankruptcy, Ifshin Violins may take possession of the rental instrument. The instrument is and shall remain the property of Ifshin Violins. **The renter agrees to return the instrument immediately upon demand.** In the event that Ifshin Violins retains an attorney or collection agency to recover the instrument or the value of the instrument and the rent due, the renter agrees to pay reasonable collection fees or attorney fees and court costs.

AGREEMENT OF CONDITION

I agree that the instrument I am renting is in good condition, **with no raw wood showing or open cracks.** I understand that the instrument is to be kept in its case or bag whenever it is not being played and that it should not be left in any place where it may be knocked over, or have something knocked over onto it. I understand that the top is especially vulnerable and that the edges may chip and break if dropped or bumped.

I agree to keep the rental instrument, including the bow, away from extreme hot or cold temperatures and humidity. I will not leave the instrument in the trunk of a car, in an unoccupied car, or otherwise unattended. I understand that the bow hair must be kept loosened whenever it is not in use. **I have received a care brochure from Ifshin Violins and agree to follow its recommendations.**

I assume full responsibility for the care and safety of the instrument until I return it to Ifshin Violins. I agree to pay for any repairs that may be necessary upon return of the instrument to Ifshin Violins, which include but are not restricted to the following: **damages such as cracks, broken corners or edges, dents, damaged varnish, excessively worn bow hair.** If renter has replaced strings, the replacement strings should be comparable to the strings which were on the instrument when rented.

Notes: _____

Signed #1 _____ Signed #2 _____
(renter) Instrument #1 Instrument #2 Ifshin Violins Representative

MAINTENANCE COVERAGE:

Ifshin Violins offers a maintenance program which will cover minor scratches, reasonable string replacement, unavoidable accidental damage, as well as the value of your instrument in the event of fire or unavoidable theft. Non-standard strings will be charged at regular retail rates.

The charge for this service is \$3.00 per month per violin or viola, \$5.00 per month per cello, \$15.00 per month per bass. If you would like to add this to your rental contract, please read and sign below. When Ifshin Violins receives your signed contract and payment, this agreement will take effect, and this agreement may be purchased only after inspection of instrument by Ifshin Violins.

Damage or loss due to abuse, misuse, or negligence is not covered. The purpose of this agreement is to offer enhanced maintenance and to protect you against circumstances beyond your control rather than from circumstances resulting from negligence or misuse. A copy of the police, insurance, or fire reports will be required by Ifshin Violins in the event of a loss or damage. This agreement is not available for short term rentals (one month or less) or for rentals of Jay Haide à l'ancienne instruments.

A deductible fee of \$15.00 for violin/viola and \$25.00 for cello/bass will be charged per claim.

I choose the maintenance coverage.

Signed #1 _____ Signed #2 _____ Name _____
(instrument #1) (instrument #2) (please print)