

# BLACK HORSE MUSIC, INC.

404 N. BLACK HORSE PIKE, RUNNEMEDE, NJ 08078 (856) 939-3344

## LEASE AGREEMENT

You must complete the following sections in full to receive an instrument.

### YOUR INFORMATION

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Employer \_\_\_\_\_  
Work Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Driver's License # \_\_\_\_\_

### SPOUSE INFORMATION (if applicable)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Employer \_\_\_\_\_  
Work Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Driver's License # \_\_\_\_\_

### STUDENT INFORMATION

Name \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Instrument \_\_\_\_\_

Leasing fees are as follows: 1/8, 1/4, 1/2 violins (5 month leases)

All other instruments - Initial Rental (4-1/2 months)	(Renewals / 4 months)	(Full school year / 9 months)
Group A: Flute, Clarinet, Trumpet, Trombone, Violin, Viola, Drum Pak, Bell Pak	\$57	\$114
Group B: Alto Sax, Oboe, Piccolo, Cello, Baritone Horn	\$114	\$228
Group C: Tenor Sax, French Horn,	\$130	\$260

Lease period expires \_\_\_\_\_ ( \_\_\_\_\_ month period.)

Damage Waiver (See #7 on reverse side.) Protects against accidental damage done to the instrument.

Group A: \$8 (4 months) \$16 (9 months) / Group B: \$16 (4 months) \$32 (9 months) / Group C: \$20 (4 months) \$40 (9 months)

- \$ \_\_\_\_\_ is enclosed for instrument lease fee  
 \$ \_\_\_\_\_ is enclosed for **damage waiver**  
 \$ \_\_\_\_\_ is enclosed for method book  
 \$ 15.00 is enclosed for music stand  
 \$ \_\_\_\_\_ is enclosed for other \_\_\_\_\_  
 \$ \_\_\_\_\_ **Total** Make check payable to Black Horse Music, Inc.

### CREDIT CARD SECURITY - ALL LESSEES MUST COMPLETE

We require you to provide a valid credit card number for the duration of your lease, even if you choose to pay with a check or cash. Your card will not be charged unless you default on this agreement. If you default, the rental renewal or the full price of the instrument will be charged, including all late charges. If you do not have a credit card, please contact our store.

Credit Card Information

Visa

MasterCard

Discover

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Name as it appears on card \_\_\_\_\_

**Required:** This authorizes Black Horse Music, Inc. to charge any past due balance to my credit card.

Authorized Signature \_\_\_\_\_

**Optional:** I authorize Black Horse Music, Inc. to automatically renew my lease by charging rental payments to my credit card.

Authorized Signature \_\_\_\_\_

CANCELLATION OPTION: If this lease is completed away from Black Horse Music, Inc., the lessee may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Before signing, please read the terms of the agreement listed on the reverse side of this sheet.

I swear that the above information is true and complete. I agree to lease the above instrument under the terms described.

I realize that if I am leasing the instrument for some other person to use, I am, nevertheless, the person responsible to make sure that the terms of this agreement are kept.

Signature (Mother) \_\_\_\_\_ Date \_\_\_\_\_

Signature (Father) \_\_\_\_\_ Date \_\_\_\_\_ revised 5/09

Please circle one. **Are you in the military?** Yes No -- If yes, what branch? \_\_\_\_\_

BHM use Instrument/Brand: \_\_\_\_\_ Serial #: \_\_\_\_\_

only

Date Returned: \_\_\_\_\_ Condition: \_\_\_\_\_

case strap  tuning rod  end plug  neck strap  mouthpiece  ligature  m p cap  practice pad  sticks

1. There is no refund for the early return of the instrument.

2. We guarantee the instrument to play well. We will repair or replace any defective instrument. In the event of a problem, call us. **Do not** try to fix the instrument yourself. We will repair to good playing condition all defects in the instrument which arise from normal use. This guarantee does not apply to accidental, excessive, or deliberate damage, or to normal deterioration of appearance such as finish deterioration, scratches, and minor dents. Also excluded from this guarantee are drumheads, sticks, strings, and other expendable accessories such as reeds, rosin, oil, grease, swabs, and mouthpieces.

3. The lessee is responsible for the return of the instrument in the same condition as it was received, except for normal wear. Any damage done during the lease period, whether caused by the lessee or by some other person, is the responsibility of the lessee.

4. The lessee is responsible for the timely return of the instrument. If the instrument is returned after the expiration date, a \$5.00 late charge per month plus a daily charge based on current lease rates will be assessed.

5. The lease may be terminated by returning the instrument to Black Horse Music, Inc., or to the child's school if the instrument was picked up at the school. If returning instrument to child's school, please notify the store in advance. Any outstanding charges are due at the time the instrument is returned.

6. **DEFAULT:** Ownership of the instrument remains with Black Horse Music, Inc. until the instrument is paid in full. If the lessee defaults on any scheduled payment, Black Horse Music, Inc. may cancel this agreement and repossess the instrument wherever located, in school or elsewhere. A \$25 fee will be charged if repossession is necessary. If legal proceedings are necessary to recover an instrument or rental fees incurred, the lessee will be responsible to pay the reasonable attorney's fees incurred by Black Horse Music, Inc.

7. Black Horse Music, Inc. will partially waive damage to an instrument caused by fire, theft or accident (but not willful damage) for an additional fee, shown below.

	Four months	Full school year	Not waived
Category A	\$8	\$16	\$60
Category B	\$16	\$32	\$95
Category C	\$20	\$40	\$125

Coverage exists only in the case of accidental damage, residence fire, or burglary of home, of which there shall be visible evidence of forced entry, which must be reported to local police station within 24 hours. Payment of deductible and a copy of the police report must be submitted to Black Horse Music, Inc. promptly, along with written request for replacement. The replacement coverage is limited to one occurrence only. Loss from an unlocked building is not covered, nor is loss in any school or public building. Mysterious disappearance is not covered. (For example, loss by negligence, such as forgetting instrument on street corner, bus, playground, etc.)

Excluded from coverage are drumheads, sticks, strings, and other expendable accessories such as reeds, rosin, oil, grease, swabs, and mouthpieces.

8. If the lessee wishes to purchase a new instrument during the term of the lease, Black Horse Music, Inc. will sell to lessee a new instrument of like kind or comparable quality at a discount price plus tax if applicable.

<u>INSTRUMENT</u>	<u>DISC PRICE</u>	<u>INSTRUMENT</u>	<u>DISC PRICE</u>	<u>INSTRUMENT</u>	<u>DISC PRICE</u>
Flute	\$510-525	Violin	\$261-\$327	Tenor Sax	\$1299
Clarinet	\$495-515	Viola	\$363-\$420	Cello	\$735-\$909
Trumpet	\$567-\$618	Alto Sax	\$1131--\$1167	French Horn	\$1473-1530
Trombone	\$567-\$621	Piccolo	\$579-\$603	Euphonium	\$1242-\$1347
Drum Pak	\$276-\$384	Oboe	\$1269	Baritone Horn	\$1161-1587
Bell Pak	\$261-\$270			Other	-----