

Quantum Bass Center, Inc.
Musical Instrument Monthly Rental Contract

Dated: _____

Inventory to be rented (description, serial #, retail value) , new or used

Instrument: _____

Bow: _____

Case: _____

Pickup: _____

Endpin Stopper: _____

Strings: _____

Renter's Name _____ Best contact phone number _____

Address (Verified with Driver's License) _____

Email Address _____

Driver's License # _____ State _____ Social Security Number _____

We conduct most correspondence through email. In the event you change your contact info and we are unable to reach you, who may we contact to obtain your current phone number/email? Please provide two contacts.

Your rental fee (including Essentials Protection Plan) is _____

8.25% Texas Sales Tax _____

Optional Major Protection Plan (\$5) _____

Total to be charged to your credit card monthly: _____, on the _____ of every month.

Card Number _____ Expiration _____ CCV _____

The renter has been provided with the Quantum Bass Center rental contract and has read and understands its contents. The Renter hereby agrees to the terms of this contract and authorizes the automatic credit charge of the above sum monthly.

Renter's signature _____ Date _____

Your Rental Contract Part 1 of 3: Renter's Responsibilities

- To maintain the equipment in the same condition it was when received, including protecting it from cosmetic damage which is NOT covered under your Protection Plan.
- To contact Quantum Bass Center for assistance in keeping these contract terms, if you have any questions! We're here to help!
- To inform Quantum Bass Center of any changes to your contact information and/or credit card number on file - please be proactive and call/email us!
- To bring your equipment only to Quantum Bass Center for maintenance, repairs, or adjustments. Work performed by any individual or other shop will not be compensated by Quantum Bass Center, and poor-quality repairs or adjustments may be billable to you as damage.
- To return the equipment to Quantum Bass Center's physical location, if you decide to stop renting OR ARE UNABLE TO MAKE YOUR MONTHLY PAYMENT ON TIME. You are responsible for any costs (e.g. shipping) associated with returning your rented items. Rentals are ONLY cancelled once the equipment is physically back at Quantum Bass Center. Examples of things that do not cancel your rental or exempt you from rental payments:
 - leaving the instrument at your child's school at the end of the school year UNLESS you've contacted us IN ADVANCE for a special arrangement to pick it up! We can't deduct an amount from your rental obligation if we find out after the fact that you planned to stop renting on a date in the past.
 - not using the instrument for a period of time (but not returning it),
 - there was a problem with the instrument/it's not functioning properly, but you didn't bring it in for adjustment/repair.
 - the instrument got locked in school over a break (there is always notice given of the date school will be out, and there are ways to get in contact with school staff)
 - instrument was lost or stolen (we can only cancel the rental payment obligation if you provide us with a police report filed within 24 hours of the loss)
 - another child took your instrument home from school by mistake/classroom was left unlocked/teacher has it/anything that happened to your instrument that was the fault of another person, and you want us to recover our property or damage costs from them. You, the renter, are contractually responsible for the individual instrument on your contract until it is physically back at Quantum Bass Center in original condition.
 - you are unable to make your rental payment on time. If you voluntarily bring your rented equipment back until you can catch up on your payment, we can hold your contract open for a reasonable period of time. If we must go pick up your rented equipment or take action to collect on payments in arrears, your rental contract will be cancelled and rental credit forfeited.

Payment due date: the total amount of your monthly rental payment is due by automatic charge to your credit card each month on the same day you initially rented. \$15 late fee if not paid within 10 days. The instrument must be returned, and rental credit is forfeited, if the rental is not paid within one billing cycle!

Your Rental Contract Part 2 of 3: Protection Plans, Non-covered damage, and Liability

Essential Protection Plan (included at no extra charge):

The **Essential Protection Plan** (included in your monthly rental fee) is ideal for those who take great care of their instruments and just need coverage in case of an accident. Includes:

- **Maintenance:** adjustment of all movable parts for correct and easy function; annual bow rehair; annual replacement of strings with the current shop standard brand (upgraded strings available by paying the difference in cost).
- **Damage:** seams, cracks, removable parts are broken, accidental damage, very minor cosmetic damage (two or three small varnish chips), warpage of the neck or fingerboard, failure of any glue joints and/or collateral damage resulting from such failure, sinkage of the top.
- **NOT COVERED:** replacement strings or parts (fine tuner screws, etc); cosmetic damage; cleaning off tapes/residue or rosin!

Major Protection Plan - \$5 extra monthly

The Major Protection Plan is ideal for those concerned about the ability to personally protect the instrument, e.g. you use it outside the home or don't have the regular oversight of a private teacher. **Includes everything covered by the Essential Protection Plan, plus** reasonable wear and tear, free string replacement if broken string is presented, annual minor cleanup/touchup.

Not covered under any Protection Plan (renters may opt to add their own insurance):

- Damage/breakage to the **neck, heel, scroll or button** - except in the case of home or vehicle accident with official report provided to us. Use **EXTREME** caution when exposing instruments in classrooms and venues, carrying through doorways, and placing in vehicles!
- Damage or loss while the equipment was left unattended **OR** in a **vehicle** **OR** in a location without climate control (except failure of a climate-control system, with documentation)
- **Loss by theft without a police report** filed within 24 hours of the incident. The police report must indicate there was no evidence of negligence, e.g., unlocked door, equipment being left unattended.
- **Loss by fire or flood without evidence**, or the equipment being named on a homeowner's loss report.
- **Excessive cosmetic damage** (chips/scratches) due to negligence/mishandling
- **ANY deliberate damage**, e.g., damage caused by attaching a pickup; graffiti; tool marks
- Damage occasioned during **commercial transport** (e.g. truck/bus/plane)
- Damage from **falling out of a storage locker** or rack - the renter is responsible for securing the equipment
- Damage from being struck by a vehicle (e.g. **backed over by a car**), unless a police accident report is provided
- Any degree of damage or loss involving the open bed of a **pickup truck!**
- **Modifications** to the instrument while in the renter's possession may be treated as damage
- Damage while the instrument was being handled by any **person other than the renter** or the renter's minor child for whom the instrument was specifically rented. E.g., damage caused by classmate, carpool parent, teacher, or stage crew.
- **Removing of adhesive tapes**, glue residue, pencil or pigment marks.
- Damage to a bow resulting from overtightening the hair or **failure to loosen the hair** when not in use
- **Missing parts!** If a part breaks, it will be replaced at no charge to you if you present the broken item. If

it is entirely missing, you must pay for a replacement.

Liability for damage:

- The renter agrees to contact Quantum Bass Center immediately if damage occurs, to document the incident and assess the damage.
- The renter must pay for any non-covered damage or loss upon returning the rental
- Repair costs shall not exceed replacement value of the instrument
- Repairs will be charged at our published rates
- Cosmetic repairs (varnish touchup) is billed at our hourly shop rate
- Rental credit may not be used toward repairs of a damaged rental instrument. Exception: "Totalled" instrument (repair costs exceed replacement value) - your rental credit may be applied to up to 50% of the replacement cost. This offer will be rescinded if a damaged instrument is further damaged by intent or neglect in order to cause it to be "totalled", and full replacement cost will be charged to the renter.
- CLEANING FEE: \$20 violin/viola; \$30 cello/bass. Applies to removing excess rosin dust accumulation, fingerboard tapes or markings of any kind, handling residue, etc., extracting any object/materials from inside the instrument, and vacuuming dirt/pet hair from cases. Please clean up your instrument before returning and save \$\$!

Your Rental Contract, Part 3 of 3: Rental Credit

The amount paid in monthly rent (not counting the sales tax or Protection Plan fee) can be used as store credit and applied toward the purchase of the following store merchandise and services:

- Up to 50% of the sticker price of a shop-owned instrument or bow
- Up to 100% of the list price of a new, rent-to-own instrument (if you are choosing this program now)
- Up to 20% of the sticker price of a consignment instrument or bow
- Up to 50% of the price of upgrades on an instrument purchased at QBC (example, adding a C extension to a double bass; adding upgraded fittings to a violin)
- Up to 20% of lessons or classes
- No other discounts apply, and balances must be paid or financed at the time of sale.

Rental credit terms:

- Rental credit can be used upon the conclusion of your rental (when you return your instrument)
- You have up to 10 days from the date of your rental return to make a purchase decision and apply your rental credit.
- Returning and re-renting an instrument after an interval of more than 10 days results in forfeiting your accumulated rental credit and starting over with the new rental.
- Rental credit can't be used on a month-to-month basis (for a deduction on your class tuition, for example)
- If a rental payment is late by a full billing cycle, any accumulated rental credit is forfeited.
- Rental credit can be applied to a different instrument - e.g., your child decides not to continue playing violin, but a sibling plays cello - you may use the credit from renting a violin toward the purchase of a cello or cello bow.

YOUR RENTAL CONTRACT: SUMMARY

Please do not fail to read the COMPLETE contract AND contact us with any questions!
We want the instrument you rent to serve you well, and your experience as our valued rental customer to be stellar!

- #1 Most important point: CONTACT US if you have any questions, delays, issues, or incur any damage to your instrument!!! Please let us assist you in minimizing any problems. We truly care about your success with your instrument.
- Your monthly rent is charged on the same numerical day of the month as the day you rented.
- \$15 late fee after 10 days - PLEASE LET US KNOW if your card info changes!
- Rental credit is forfeited if a rental payment is 30 days late.
- Your rental fee includes an Essential Protection Plan that covers most types of damage BUT NOT COSMETIC DAMAGE. You can choose our optional Major Protection Plan that covers more types of wear and tear for an extra \$5 per month. You will be required to pay for any damage not covered under the Protection Plan you choose.
- Stringed instruments are FRAGILE and very subject to chips and scratches.
- Please INSPECT your instrument before signing your contract - you'll be responsible for its condition after taking it out of the shop.
- Rental credit can be used toward a portion (not all) of the purchase of an instrument.
- Please LOOSEN YOUR BOW when not in use - damage from over-tightening or leaving hair tight is not covered.
- Beginners often break strings while tuning, and replacements are not covered under the Essential Protection Plan, so please ask for assistance with tuning, if you need it!
- Damage to the NECK, HEEL, and SCROLL are not covered! Use extreme care to avoid hitting the instrument on a door frame or other object.
- CLEANING FEE for removing rosin dust/fingerboard tapes/pet hair etc: \$20 violin/viola; \$30 cello/bass - clean up your instrument before returning it, and save \$\$!
- You are contractually agreeing not to leave your rented equipment unsecured, unattended or in a vehicle.
- Your monthly rental obligation can be ended WHEN THE EQUIPMENT IS PHYSICALLY BACK AT QUANTUM BASS CENTER - please don't leave it at school or a concert venue and ask us to pick it up and terminate your rental the day you left it!

Returning your instrument - keep this and review it before returning an instrument!

This checklist is for your reference, to ensure the instrument return procedure is as predictable as possible.

I've taken care of MY STUFF:

_____ All items on my rental contract are present (instrument, bow, case, shoulder strap, endpin stopper etc)

_____ All personal items have been removed from the case, including my name tag.

_____ I have removed any pickup, mute, bow quiver, etc. I may have installed.

_____ If I put on my own strings at any time, I am either giving them up or I have replaced the original strings I got with my rental.

I've taken care to return the instrument in the same condition I received it:

_____ The instrument and bow are clean and free from rosin accumulation - who wants to pay a cleaning fee (\$20 violin/viola; \$30 cello/bass)? Not this guy.

_____ The instrument case is clean inside and out from dust, dirt, pet hair, etc. (vacuuming takes care of this in moments!)

_____ **Tape, stickers, pencil marks, etc. have been cleaned off the fingerboard**, using citrus cleaner or baby oil to dissolve any sticky residue. Cleaning off tape is not covered under your protection plan!

_____ I am aware that the instrument I'm returning will be checked for damage and that I may owe for damage I have not noticed. I have called ahead to get a price for any non-covered damage I am aware of, and I'm bringing that amount with me.

I'm returning the instrument ON TIME and my rental is up-to-date:

_____ Do I owe any rental money? I understand QBC doesn't prorate monthly rental fees, so I am making sure to return my rental instrument BEFORE my monthly renewal date. When I bring in the instrument, I will be paying any outstanding rental fees (from a declined credit card/missed charge or any reason).

_____ I am prepared to splurge with my rental credit because I have ten days to use it! I have ensured all my rental payments have been on time (rental credit is forfeited if the rental payment is unpaid for a full billing cycle) and I have had my rental instrument continuously (returning and re-renting after an interval of more than 10 days causes rental credit to start over).

