

RENTAL CONTRACT & CONDITIONS

Matterhorn Music Inc. 70-7788 132 St. Surrey, BC V3W 0H5 Phone: 604-596-7616

This document constitutes a contract between Matterhorn Music Inc. and the signatory (Lessee). This contract is subject to the following terms and conditions:

1. The ownership of the instrument rented either in person, or online, remains the property of Matterhorn Music Inc.
2. 100% of all payments received are applied to the Rent to Own Price. In the case of the Lessee wishing to buy out this contract before the end of its term, Matterhorn Music Inc. will offer a 25% discount on the balance owing after all payments are taken into consideration, and if the Lessee account is current and in good standing. The title of the instrument will transfer to the Lessee and this contract will be considered cancelled.
3. **A credit card (Visa or MasterCard) is required for all rental contracts.** One spouse must be employed, and a daytime work number must be provided. The Lessee agrees to inform Matterhorn Music Inc. of any changes to this contract, including change of address, phone number, or credit card information. Failure to inform Matterhorn Music Inc. within 60 days of such changes will constitute a breach of contract and result in a demand for the return of the instrument.
4. If more than one rental contract is held by the Lessee for other instruments, only the payments received for the instrument specific to this contract are applicable to purchase. This contract is not transferable.
5. **Monthly Rentals**
 - a. The minimum rental payment for all used* instruments is three (3) months. Payments are due for each subsequent 3-month period by Visa, MasterCard or Interact.
 - b. Credit card information of the Lessee must be supplied as security regardless of payment option chosen.
 - c. **Past Due Accounts:** The Lessee agrees to pay a \$15 late fee each month in addition to the rental payment until the account is brought up to date and is in good standing. **Accounts past due for more than ninety (60) days will result in the forfeit of all payments and the full rent to own price as stated on the reverse will be due and payable.**
 - d. **The Lessee is responsible for informing Matterhorn Music Inc. of any changes to address, phone number, and credit card information, including expiry date.**
 - e. * The minimum rental period for new instruments is a full school year. Payment is due in full at the time of rental.
6. **Yearly Rentals**
 - a. School year rentals cover the 10-month period of September to June 30th. **The instrument must be renewed or returned by June 30th.**
 - b. If the instrument has not been renewed or returned by June 30th, the Lessee acknowledges that this agreement will be continued, and authorizes Matterhorn Music Inc. to charge their credit card at the yearly rate and insurance (if applicable) as stated on p.1 of this contract on July 1st .
 - c. If the Lessee returns the instrument after June 30th and a yearly payment has been charged, the yearly payment will be refunded less the corresponding monthly rate for each month the instrument is kept.
 - d. If for any reason a yearly payment cannot be charged to the Lessee credit card after June 30th, a 15% (based on the yearly rate) late fee is payable July 1st and on the 1st of each subsequent month until the instrument is returned.
 - e. Failure to contact Matterhorn Music Inc. within 30 days of the expiration on June 30th with a form of payment or return of instrument will result in the demand for return of the instrument. **Accounts past due for more than sixty (60) days will result in the forfeit of all payments and the full rent to own price as stated in 5.c being due and payable.**
7. **Insurance**
 - a. Insurance is optional and covers accidental damage, theft, and fire.
 - b. Insurance does **NOT** cover loss, missing accessories, abuse, intentional damage, or neglect. Repeated damage, cases being sat on, or dragged on the ground will void insurance.
 - c. Determination of the cause of damage will be made solely by Matterhorn Music Inc.
 - d. Insurance is invalid if instrument is taken outside of British Columbia.
 - e. If the instrument is stolen, the Lessee must provide a copy of a police report or file number as to the circumstances of the theft within 7 days of the incident.
 - f. If the instrument is damaged beyond repair, the instrument must be returned to Matterhorn Music Inc. for evaluation and determination of the insurance claim.
 - g. For damage beyond repair or a theft claim, a deductible of 30% shall be paid by the Lessee to replace the instrument with another instrument of equal value and age.
 - h. Insurance rates:
 - i. **\$3.00 monthly** -- Flute, Clarinet, Trumpet, Trombone, Bass Guitar, Snare Drum, Bell Kit, Violin
 - ii. **\$5.00 monthly** – Saxophone, French Horn, Euphonium/Baritone, Bass Clarinet, Oboe

8. The Lessee may terminate this contract by returning the instrument to Matterhorn Music Inc. The initial three-month payment is non-refundable. Yearly rates will be pro-rated to the monthly rate and balance refunded. All rental arrears, cost of missing accessory items, and cost of repairs, if required, become due immediately.
9. **Instruments left at the Lessee's school will not be considered returned until the instrument is physically returned to Matterhorn Music Inc.** The Lessee is responsible for all payments plus damage or charges, if any, until these conditions have been met.
10. The lessee is responsible for shipping from and to Matterhorn Music Inc. upon termination if this agreement, for repairs, or otherwise.
11. The Lessee acknowledges that the instrument was received with all accessories (eg: mouthpiece, cleaning rod, neck strap) on the date of this contract. **All these accessories must be returned with the instrument.**
12. The lessee assumes all responsibility for damage done to the instrument by the lessee or a third party, and will immediately pay Matterhorn Music Inc. for same, unless the Lessee holds insurance (see #7).
13. In the event of theft, loss, or irreparable damage, the Lessee assumes all responsibility for the full balance owing, and will immediately pay Matterhorn Music Inc. for same, unless the Lessee holds insurance (see #7).
14. The Lessee acknowledges that any changes in Provincial or Federal sales tax (PST, GST) will be reflected on payments.
15. **PAST DUE ACCOUNTS:** If for any reason this agreement is past due over 60 days, Matterhorn Music Inc. reserves the right to demand the return of the rented instrument with any past due rent and penalties payable. Accounts past due for more than 60 days will result in the forfeit of all payments and the full rent to own price as stated on the reverse will be due and payable. **Please keep your contact and financial information current to avoid this action.**
16. Matterhorn Music Inc. will allow for instruments to be exchanged on this contract (one exchange only). If during the rental period the instrument is exchanged, all rental payments that have accrued may be transferred as rental credit to a second instrument of equal or greater value. In the case of an instrument being exchanged for another instrument of lesser value, a pro-rated rental credit will be given at the lower monthly rate. Exchange credit is only issued for accounts in good standing and if the rental period is uninterrupted.
17. The instrument on this contract *may* be covered by warranty from manufacturer defects for the duration of the rental period. All repairs or warranty servicing **must** be provided by Matterhorn Music Inc. Warranty does not cover strings, reeds, pads, damage, neglect, theft or loss.
18. All routine adjustments are performed at no charge for the duration of the rental.
19. **Cleaning of the instrument is the responsibility of the lessee.**
20. Unless the lessee renews their contract, all rental instruments are due back by June 30th of the current school year. Late fees will apply for instruments returned after June 30th. For monthly rentals, the instrument is due at the end of the month of your term.
21. **If a lessee chooses not to take out insurance, they will be responsible for the value of the instrument in case the instrument is destroyed or stolen.**