

RENTAL CONTRACT w/ OPTION-TO-BUY JOHNNY THOMPSON MUSIC (JTM)

222 E Garvey Ave, Monterey Park, CA 91755

Renter Account #	Date	T.M.	Auto-Charge? <input type="checkbox"/> Y <input type="checkbox"/> N
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www.JohnnyMusic.com

● Adult Renter's Name: _____	Address: _____
● Student's Name: _____	_____
● School & District: _____	Phone #: _____

- I agree to rent JTM property (listed below) at the rate of \$ _____ + tax = _____ per month, **PAYABLE 3 MONTHS IN ADVANCE TO START**, for a period of **(SCHOOL YEAR TERM)** or (_____) with the option to purchase (see items 6 & 7). [_____] ←
- I will pay a non-refundable processing and cleaning fee of **\$20** and a **refundable security deposit** of \$ _____ (paid by CC • Cash). I agree deposit will be refunded **ONLY IF ALL TERMS ARE MET AND RENT IS PAID AS AGREED.** [_____] ←
- I agree to pay a **LATE FEE** of **\$1** per day per instrument for *each* day past due with no grace period; **\$5** for over-the-phone/call-in credit card rental payments and each occurrence of declined credit card auto-charge rental payments; **\$5** for any changes in contract regarding credit card information, auto-charge or instrument maintenance; **\$15** for each credit check; **\$15** if JTM sends "Final Warning" certified-mail; **\$30.00** returned-check fee; and **\$100** for filing with Small Claims Court or District Attorney criminal charge(s) (see items # 11 & 12).
- I authorize **JTM**, at its own discretion, to **CHARGE RENTAL PAYMENT-DUE TO MY CREDIT CARD or DEBIT CARD** every month including additional charges where applicable. If current card is not chargeable or replaceable, JTM property must be returned immediately within 48 hours.
- I have the option to purchase a new JTM instrument, of the same type and of equal or greater value, and to apply my deposit towards it anytime after three (3) months of rent is paid. A monthly payment plan can be arranged.
- Fifty percent (50%) of **continuous** rent paid through the entirety of this contract can apply towards the purchase price of **this CURRENT RENTAL INSTRUMENT**. When purchasing a **NEW INSTRUMENT** of the same type and of equal or greater value, 50% of rent paid up to six (6) months, beginning from the **fourth month of renting**, may also apply towards an *on-sale or already-discounted* JTM price. Monthly service/other fees do not apply towards purchase. [_____] ←
- I agree to maintain instrument in clean and playable condition by using appropriate maintenance materials.
- I take full responsibility for all maintenance, repairs, and damages. I have the option to pay \$ _____ PER MONTH + tax, for accident & malfunction *labor service* (does not include cleaning, cosmetics [such as dents], parts, reeds or strings). I agree to pay for loss or theft. I also agree to pay for repair damage and devaluation if JTM determines that irresponsibility, negligence, misuse and/or abuse is a cause.

\$ _____ per month + tax
 I DO I DO NOT [_____]
 want cancelable maintenance service.

 ←
- I certify **ALL information given is fully 100% correct and complete**. I agree to **notify JTM of any changes to the information contained in my rental application within 5 days of such changes**. I consent to and authorize **JTM** to call my workplace. I also consent to and authorize my employer and former employers, California DMV, my child's school, and all my creditors to release all requested records to **JTM** – including credit reports.
- I authorize **JTM**, *at its discretion*, to **REDEEM ALL INSTRUMENT(S) / PROPERTY** from my residence, child's school-room – or wherever located – if I have not fully complied with all contractual terms. I agree to pay \$50 each "House-Call" redemption/repossession charge.
- Failure to **PROMPTLY** return **ALL JTM** instrument(s)/property upon non-payment may result in **CRIMINAL PROSECUTION** for the crime of theft, including that by *false pretense*: the act of taking someone else's property through fraudulent means or by making a promise that won't be kept.
- I agree to **PAY ALL ATTORNEY, SHERIFF, AND JTM COLLECTION FEES, INCLUDING EMPLOYEE SALARY AND COURT COSTS IN A CIVIL SUIT AGAINST ME** for unpaid rent, late fees & service charges, interest due, loss of property, damage and/or failure to return property to **JTM**.

New	Used	Ck-Off	Make and Instrument	Model #	Serial #	Value / Price
						\$
						\$
						\$
			Received Music Stand [_____] ←			\$
<input type="checkbox"/> <i>Buy C. Kit?</i> <input type="checkbox"/> <i>S. Rest?</i> <input type="checkbox"/> <i>Loan Stand?</i> <input type="checkbox"/> <i>Student Contract?</i> <input type="checkbox"/> <i>Payment Book?</i> <input type="checkbox"/> <i>Anniversary Sale?</i>						Subtotal: \$
<input type="checkbox"/> <i>Music Book?</i> <input type="checkbox"/> <i>Reeds?</i> <input type="checkbox"/> <i>Sax Strap?</i> <input type="checkbox"/> <i>Sax End-plug?</i> <input type="checkbox"/> <i>Flute Rod?</i> <input type="checkbox"/> <i>Violin / Cello Care Pack?</i>						Sales Tax: \$
						Total Purchase Price / Value: \$
						\$
						\$
						\$

C.C. Co. _____	Auto-Charge? <input type="checkbox"/> YES <input type="checkbox"/> NO [_____] ←
Card #: _____ - _____ - _____	Exp. Date: _____
Name as it appears on card: _____	C.I.D. #: _____

I/WE HAVE RECEIVED A COPY OF THIS JTM CONTRACT.
 I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL ABOVE / BELOW TERMS.
 I/WE HAVE RECEIVED RENTAL INSTRUMENT(S) IN GOOD AND USABLE CONDITION.

X _____ JTM Employee
 _____ JTM Co-Signer

X _____
 Renter Signature

X _____
 Co-Renter Signature

_____ Date

_____ Date

RENTAL TERMS: NO REFUNDS. DISCLAIMER: JTM ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR DEFECTS IN DESIGN, WORKMANSHIP, RELIABILITY, AS WELL AS ACCIDENT OR INJURY INVOLVING ANY INSTRUMENT, PART, CASE OR ACCESSORY. PLEASE BE CAREFUL. FOR SOME SPECIFIC INSTRUMENTS, MANUFACTURER AND/OR JTM LIMITED WARRANTIES MAY APPLY.

For	Next Due Date	Monthly w/ Tax & Ins	Receipt #	Rental Return Received & Checked-off - TM:	
		\$		Date: / /	Signature: _____