

# MAINTENANCE/LOSS PROTECTION PLAN

**Maintenance and Loss Protection (MLP)** may be purchased at the inception of the rental contract and paying the applicable monthly fee. **MLP is not insurance.** Instead, it is an agreement by Williamson Music 1<sup>st</sup> to maintain and repair the Instrument and to waive liability the renter may have to Williamson Music 1<sup>st</sup> with respect to loss of or damage to the instrument, subject to the following conditions:

## Maintenance

1. While you are renting the instrument covered by the rental contract, we will maintain the Instrument in **playing condition provided the Instrument has not been subject to willful or intentional damage or destruction**, and provided your account with Williamson Music 1<sup>st</sup> is current at the time the damages occur. You hereby authorize representatives of Williamson Music 1<sup>st</sup> to pick up the Instrument at a school location for routine repairs and/or inspection.
2. Maintenance coverage shall include minor, accessible dents on brass instruments, straightening of bent keys and replacement of pads and corks as necessary, repair of cracked joints on wood clarinets, replacement of broken bows (**if possible**), bridges, strings, pegs, endpin and sacconi, minor gluing of open seams and loose fingerboard and setting of sound posts on violins, violas, cellos and basses: rehair of bows on stringed instruments, and replacement of broken drum heads. Maintenance coverage does NOT include restoration of finishes or replacement of expendable items such as cases, reeds, straps, lubricants, shoulder rest, rosin, etc. Repair of interior bow tabs, pocket tabs and exterior hardware of cases **may** be included depending on severity of damage. Bows damaged beyond repair will require a \$20.00 co-pay to replace. Any damage to an instrument may be grounds for rejection of the claim, and may require the repair to be paid in full by the customer.
3. All repairs and replacements must be performed by Williamson Music 1<sup>st</sup>. No other party or repair shop may perform work on the Instrument unless prior written consent is given by Williamson Music 1<sup>st</sup>. Any repairs or alteration performed by anyone other than Williamson Music 1<sup>st</sup> personnel, and any damages resulting from such work, are your responsibility.
4. Any claim for repair or replacement shall not alter or modify the terms of the rental contract. If you default in any payment of the rental contract, MLP will lapse as of the date of such default and may be reinstated only with current payment and permission of Williamson Music 1<sup>st</sup>.
5. Depending upon availability and length of time required for repairs, a loaner Instrument may be issued. You have **7 days** from repair completion date to pick up repaired instrument. After that date, your credit card will be charged for the weekly short term rental rate. Your credit card will be charged weekly until the loaner instrument is returned or paid in full. No prorated fees.

## Loss Protection

1. While you are renting the Instrument, in the event of **accidental** loss ('loss' defined as damage being the ability to repair the instrument, bow, or case), theft or destruction by fire (substantiated by a police or fire report in the event of theft or fire), Williamson Music 1<sup>st</sup> will replace the Instrument with an Instrument of similar quality: provided, however, that you are responsible for the first \$20.00 of the cost of replacement, per incident, with such payment to be made by you to Williamson Music 1<sup>st</sup> at the time a replacement Instrument is provided. **IF THE INSTRUMENT WAS STOLEN OR DESTROYED BY FIRE, YOU MUST PROVIDE A COPY OF THE POLICE OR FIRE REPORT TO OUR CUSTOMER SERVICE DEPARTMENT WITHIN 14 DAYS OF THE INCIDENT.** Other forms of reasonable proof may be accepted at Williamson Music 1<sup>st</sup>'s sole discretion.
2. The Loss Prevention afforded by the MLP program covers the instrument outfit, as described on your original contract. It does not cover loss of any additional accessories.
3. **If the loss, theft or destruction is determined to be caused by willful or intentional damage, you are responsible for the cost of replacing the Instrument or the Instruments' fair market value, whichever is less.**

MLP is terminated when the Instrument is returned or paid in full. The extent of coverage by this agreement is determined at the discretion of Williamson Music 1<sup>st</sup>.