

## TERMS

### RENT ONLY CONTRACT TERMS

**RETURN POLICY:** The instrument can be returned to a Williamson Music 1st location or representative at anytime, ending the contract. The contract does not end until returned to our possession. The instrument must be in good working condition (covered under Service Policy is accepted). You are only obligated for the months of rent you had the instrument. Monthly payments are not prorated.

**TITLE TRANSFER:** This is a rental agreement with the option to purchase, not an installment sales contract. Purchase is not required. The instrument is property of Williamson Music 1st until renter(s) has paid in full and title is transferred. Until it is paid in full, Williamson Music 1st retains the right, in the event of customer default, to take possession of the instrument wherever found, including school premises, with or without the renter(s) knowledge. Please see the section Default and Right to Reinstate for details.

**TRADE-UP:** During the life of this agreement, you can trade-up to a new instrument of greater value and **75 %** of your payments can be applied to the principle of the new instrument.

**LATE CHARGES:** If your payment is over 10 days late, you will have to pay a late fee of \$5. We will only charge you one late fee for each late rent payment. After 60 days of unpaid rent, the account will be turned over to an outside collection agency, the instrument may be repossessed, and a report will be made to Experian Credit Bureau. Renter is responsible for all collection fees and other charges.

**YOUR LIABILITY FOR LOSS/DAMAGE:** A description of the instrument's current condition (as issued) is written on this Contract. You must take the equipment AS IS. If you notice any problems with the equipment, it is your responsibility to let us know as soon as possible. After acceptance, if the merchandise is damaged or stolen you are responsible for its reasonable cost of repair, or its fair market value on the date of loss, **unless** you purchase the Loss/Damage Waiver. You will never owe more than the total remaining payments needed to buy the merchandise. The maximum amount for which you will be liable is the full remaining amount due (including any outstanding late fees or repair charges). If you do not accept the Loss/Damage Waiver, you will need to provide evidence that you are keeping the instrument fully insured. Payments from your insurer must be made directly to Williamson Music 1st. Any repairs to this instrument must be done by Williamson Music 1st - you will not be reimbursed if you have someone else repair the instrument.

**NOTICE: THIS CONTRACT OFFERS AN OPTIONAL LOSS/DAMAGE WAIVER FOR AN ADDITIONAL CHARGE TO COVER YOUR RESPONSIBILITY FOR LOSS OF, OR DAMAGE TO, THE MERCHANDISE. YOU DO NOT HAVE TO PURCHASE THIS COVERAGE. BEFORE DECIDING WHETHER OR NOT TO PURCHASE THIS LOSS/DAMAGE WAIVER, YOU MAY CONSIDER WHETHER YOUR HOMEOWNERS' OR CASUALTY INSURANCE AFFORDS YOU COVERAGE FOR LOSS OF OR DAMAGE TO RENTAL MERCHANDISE AND THE AMOUNT OF THE DEDUCTIBLE DUE UNDER YOUR POLICY.** For more information regarding the approval of loss/damage waivers, visit [www.license.state.tx.us](http://www.license.state.tx.us). You may also direct inquiries to the Texas Department of Licensing and Regulation, PO Box 12157, Austin TX 78711, 1-800-803-9292, 512-463-6599.

**LOSS/DAMAGE WAIVER COVERAGE:** You can opt to purchase (for an additional monthly charge) protection which affords coverage for repairs and/or replacement of the instrument in the event of loss, theft or fire. If loss/damage waiver coverage is purchased, Williamson Music 1st will not hold you liable for loss of or damage to the instrument. Loss/damage waiver protection **does not cover** loss or damage to the instrument that is caused by an unexplained disappearance or abandonment of the instrument, damage that is intentionally caused by the customer or damage that results from the customer's willful or wanton misconduct (including finish damage caused by negligence). Loss/damage waiver coverage will be cancelled if you are in default. Any claim under this coverage must be accompanied by an administrative fee of \$20. Claims must be accompanied by a completed Williamson Music 1st Incident Report and, in case of theft, an official police report. **Approval Number: LDW 86-89**

**RIGHT TO REINSTATE:** If you miss a payment or are late in making a payment, you can reinstate this agreement by making a payment within 15 days after the payment due date. If you do reinstate and keep up your payments, we will not repossess the instrument. If the instrument is repossessed, your account will be reported to Experian Credit Bureau and turned over to an outside collection agency. If you return the instrument or we repossess it within 15 days after the payment due date, you can reinstate the agreement by making all late payments and paying any late charges and other fees within 5 days of the date you return the merchandise or we repossess it. If you reinstate the agreement we will give you either the same instrument or an instrument of comparable condition and quality.

## TERMS

**WILLIAMSON MUSIC 1ST MAINTENANCE PLAN/OTHER CHARGES:** For an additional monthly charge specified on the front of this Contract, Williamson Music 1st will provide regular maintenance for the instrument and will make needed repairs to maintain the instrument in playing condition. The Maintenance Plan does not cover loss or damage to the instrument in the event of loss, theft or fire (which is provided by Loss/Damage Waiver coverage, if purchased). The Maintenance Plan does not cover damage that is intentionally caused by the customer, or damage that results from the customer's willful or wanton misconduct (including finish damage caused by negligence). The Maintenance Plan will be cancelled if you are in default, if someone else repairs the instrument, or if you attempt to repair the damage yourself. Any instrument requiring excessive repairs (as determined solely by Williamson Music 1st) will require a co-payment of \$20. Returned check fee: \$30.

**RENTAL:** The monthly rental amount you pay includes sales tax (at the current rate). Contracts with effective dates of the 23rd through the 8th will be due on the 1st of each month. Contracts with effective dates of the 9th through the 22nd will be due on the 15th of each month. You can cancel the contract at any time by bringing the instrument (and any issued accessories) back to Williamson Music 1st. The instrument must be in good condition, and your payments must be current. Rental rates are per month for the month ahead, and no prorating will be made.

**PAYMENTS:** Send your payments to 701 E Plano Parkway #414, Plano, TX 75074. We will send you a coupon book (unless you are paying automatically with a credit/debit card). Payments are made in advance, and we do not send statements. Using the last coupon in the booklet does NOT mean that you are paid in full. Call us if you do not get a new coupon book within two weeks of using the last coupon. Replacement booklets cost \$3 each. Even if the instrument is lost, damaged or destroyed, you still have to make the rent payments unless the loss is reported to us and the appropriate incident report is filed. Until the instrument is received at our store, you are responsible for the payments.

**EXCHANGE:** At any time, stringed instruments can be exchanged for a larger size. The base rent paid will be applied to the larger instrument. During the first 6 months of this agreement you are eligible to exchange the instrument for an instrument of a different type and have all your prior payments applied to the new instrument.

**CONDITIONS OF DEFAULT:** You will be in default if any of these events occur: (1) The payment is late. (2) Your check is returned for insufficient funds, or your credit/debit card is declined. (3) There is danger of misuse or confiscation. (4) The customer-provided insurance coverage is unsatisfactory. (5) You take the instrument out of the county or state without our permission. (6) You break the terms of this contract. In case of bankruptcy, the instrument must be returned to Williamson Music.

**CREDIT REPORT:** We reserve the right to obtain credit reporting information for the purpose of verifying renter credit-worthiness and other pertinent information necessary to maintain the rental account. We will not release or share this information with anyone.

**SCHOOL SYSTEM DISCLOSURE:** Signing this contract authorizes the School System my child attends during the term of this Contract to forward my current address to Williamson Music 1st. Unless otherwise prohibited by your school, Williamson Music 1st is authorized to pick up the instrument and accessories, listed in this contract, at my child's school at any time they deem necessary.

**SECURITY INTEREST:** Until the account is paid in full, Williamson Music 1st is the owner of this instrument. The Renter cannot sell or encumber the instrument, nor remove it from the county or state, without permission. The Renter is obligated to notify Williamson Music of any change of name, address or phone.

**LAW GOVERNING:** This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar, Austin, Texas, 78705. Telephone 514.479.1285, 214.263.2016, 713.461.4074.

### NOTICE OF CANCELLATION

Once you sign this contract, you have three business days from the date the contract is signed to change your mind. If you cancel, any payments you have made will be returned within 10 business days of receiving a written confirmation of your desire to cancel. If you are returning anything purchased at the time of signing the contract, you'll need to either return the goods or make arrangements to have them picked up.

To cancel, mail or deliver a signed and dated copy of this Cancellation Notice to Williamson Music 1st at 701 E Plano Pkwy #414, Plano TX 75074, not later than midnight of the third business day following the transaction date.

**I HEREBY CANCEL THIS TRANSACTION:**

**DATE CANCELLED:**

## TERMS

### **RENT TO OWN CONTRACT TERMS:**

**RETURN POLICY:** The instrument can be returned to a Williamson Music 1st location or representative at anytime, ending the contract. The contract does not end until returned to our possession. The instrument must be in good working condition (covered under Service Policy is accepted). You are only obligated for the months of rent you had the instrument. Monthly payments are not prorated.

**TITLE TRANSFER:** This is a rental agreement with the option to purchase, not an installment sales contract. Purchase is not required. The instrument is property of Williamson Music 1st until renter(s) has paid in full and title is transferred. Until it is paid in full, Williamson Music 1st retains the right, in the event of customer default, to take possession of the instrument wherever found, including school premises, with or without the renter(s) knowledge. Please see the section Default and Right to Reinstatement for details.

**EARLY PURCHASE:** At any time the early payoff option can be exercised to receive a 30% discount on the remaining principle balance due.

**TRADE-UP:** During the life of this agreement, you can trade-up to an instrument of greater value and receive up to **15** months of principle payments applied to the principle of the new instrument.

**LATE CHARGES:** If your payment is over 10 days late, you will have to pay a late fee of \$5. We will only charge you one late fee for each late rent payment. After 60 days of unpaid rent, the account will be turned over to an outside collection agency, the instrument may be repossessed, and a report will be made to Experian Credit Bureau. Renter is responsible for all collection fees and other charges.

**YOUR LIABILITY FOR LOSS/DAMAGE:** A description of the instrument's current condition (as issued) is written on this Contract. You must take the equipment AS IS. If you notice any problems with the equipment, it is your responsibility to let us know as soon as possible. After acceptance, if the merchandise is damaged or stolen you are responsible for its reasonable cost of repair, or its fair market value on the date of loss, **unless** you purchase the Loss/Damage Waiver. You will never owe more than the total remaining payments needed to buy the merchandise. The maximum amount for which you will be liable is the full remaining amount due (including any outstanding late fees or repair charges). If you do not accept the Loss/Damage Waiver, you will need to provide evidence that you are keeping the instrument fully insured. Payments from your insurer must be made directly to Williamson Music 1st. Any repairs to this instrument must be done by Williamson Music 1st - you will not be reimbursed if you have someone else repair the instrument.

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