



INSTRUMENT LEASE OFFER

Allentown, Pa (610) 820-5600 • LEASE UNTIL YOU ARE READY TO BUY
 Phillipsburg, NJ (908) 454-3313 • BUY AT OUR LOW DISCOUNT PRICES
 Flemington, NJ (908) 782-2824 • ACCUMULATE CREDIT FROM YOUR LEASE

Instrument Group A	4 Month trial lease	Instrument Group B	4 Month trial lease
<input type="checkbox"/> Trumpet	Only! \$34.99	Plus state sales tax	Only! \$69.99
<input type="checkbox"/> Violin			
<input type="checkbox"/> Flute			
<input type="checkbox"/> Clarinet			
<input type="checkbox"/> Trombone		<input type="checkbox"/> Alto Sax	
<input type="checkbox"/> Snare Drum		<input type="checkbox"/> Piccolo	
<input type="checkbox"/> _____		<input type="checkbox"/> _____	

Your Monthly Lease Begins	Instrument Group A	Instrument Group B
/ /	Monthly lease amount after the trial lease is: \$20.00	Monthly lease amount after the trial lease is: \$34.00
	Plus state sales tax	

Initial Lease: \$ _____
 Care Kit: \$ _____
 Music Stand: \$ _____
 Music Book: \$ _____
 Reeds: \$ _____
 Tax: \$ _____
 Total: \$ _____

At the completion of the four month trial lease, you may continue leasing the instrument from Dave Phillips Music & Sound at the monthly lease amount shown above. The monthly lease payment is due on the last day of each month or the instrument may be returned to Dave Phillips Music & Sound within seven (7) days of the trial lease end to terminate this lease. The return information can be found under section 5, Lessee Terminating a Lease.

Students Full Name _____
 School Attending _____

PLEASE DO NOT RETURN LEASED INSTRUMENT TO THE SCHOOL

PLEASE COMPLETE THE FOLLOWING APPLICATION

ALL APPLICATIONS SUBJECT TO CREDIT APPROVAL. Parent or Guardian - This application for our Musical Instrument lease agreement contains the contract for the trial and monthly lease and some disclosures required by law. Please be sure to read both sides carefully and sign at the bottom of the page. If we approve your application, we will give the instrument to you; if we cannot approve your application we will tell you and promptly return the fee for the trial period.

Last Name _____ First _____ Initial _____ Phone () _____

Home Address _____ City _____ State _____ Zip _____

Employer _____ Spouse's Employer _____ Spouse's Full Name _____

Work Address _____ City _____ State _____ Zip _____ Work Phone () _____

Applicant's Soc. Sec. No. _____

Save \$2.00 monthly by choosing our Auto-Pay Option!

CREDIT CARD INFORMATION

CARD# _____
 Expires ____ / ____ SECURITY CODE _____

Please print your name as it appears on the credit card.

X

By signing this agreement I authorize Dave Phillips Music & Sound to use my credit card for monthly lease payments. Should my credit card be declined for any reason I agree to provide Dave Phillips Music & Sound with payment immediately.

LEASED PROPERTY OFFICE ONLY

Instrument _____
 Serial No. _____
 C -- I -- Order No. _____
 Customer No. _____

YOU, THE LESSEE, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. By signing below, you agree to be legally bound by this lease. You authorize us to inquire about you from a consumer credit reporting agency. All information remains confidential. By signing this agreement you certify that all information is true and correct.

No Instrument will be issued unless payment is enclosed, the form is signed, and all requested information is supplied.

NOTICE TO LESSEE

- Do not sign this agreement until you read both sides or if it contains any blank space.

2. You are entitled to a completely filled in copy of this agreement. _____ Agent _____ Date _____ Your Signature _____

LEASE TERMS

- Ownership:** The instrument being leased is the property of Dave Phillips Music & Sound, (the lessor) and is not for sale. The customer (the lessee) cannot acquire any interest in the ownership or title now or in the future.
- Lease Terms:** Monthly lease payments must be paid within thirty (30) days of when they are due. The due date is indicated on the front of this agreement. If the payment is not received within thirty (30) days of the due date, the lessee agrees to pay a **1 1/2% per month late fee**. If the lessee is forty-five (45) days past due, Dave Phillips Music and Sound can terminate this lease. The lessee must return the leased instrument and any accessories immediately or Dave Phillips Music & Sound can take possession where found. Any past due payments and late charges due Dave Phillips Music & Sound must be paid on upon return. Dave Phillips Music & Sound reserves the right to turn past due accounts over to a collection agency. The lessee is responsible for any and all collection and legal fees incurred by Dave Phillips Music & Sound.
- Credit Toward Purchase:** The instrument being leased is not for sale. However, the lessee will accumulate credit in the amount of 100% of the lease payments made (excluding any sales tax) for the first twelve (12) months of the lease and sixty percent (60%) of any additional payments (excluding any sales tax) for the next twelve (12) month period for a total of twenty-four months. Lease payments after the twenty-four month period are considered rental for the use of the instrument and do not accumulate toward purchase credit. This accumulated credit can be used to purchase a new student model instrument of the same type as you are leasing from Dave Phillips Music & Sound. (For example, a leased student model flute accumulates credit toward a new student model flute.) Accumulated credit is not transferable and can only be used by the original lessee. Credits can not be combined from other leases. All credits are void if the lessee terminates the lease without purchasing an instrument. Lease must be current in order to use this credit.
- Maintenance Service:** Dave Phillips Music & Sound will render free maintenance service for the lease period. Any adjustments and repairs necessary to keep the instrument in proper playing condition are covered. This does not cover the finish, abuse to the instrument, or expendable accessories such as reeds, heads, strings, bow hair, sticks, lubricants, etc. The lease must be current for this service to be in effect. **Instruments damaged due to intentional acts and in need of repair will be repaired and the lessee accepts responsibility for any charges incurred in repair.**
- Lessee Terminating a Lease:** The lessee may terminate this lease at any time by returning the leased instrument to Dave Phillips Music & Sound. **Do not return any instrument to the school without contacting Dave Phillips Music & Sound first.** Neither the school nor any of its personnel are responsible for leased instruments or their return. The lessee is responsible for lease charges until the leased instrument is returned to Dave Phillips Music & Sound with all components and accessories issued. Missing or damaged items must be paid for upon return. Once the leased instrument is returned and any amounts due are paid, the lessee has no further obligations.
- Risk of Loss:** The lessee agrees to all risk of loss for the leased instrument and accessories once delivered to the lessee or music teacher. This remains the lessee's responsibility until the leased instrument is returned to Dave Phillips Music & Sound. Leased instruments that are stolen or destroyed by fire will be replaced by Dave Phillips Music and Sound with a lease instrument replacement charge paid by lessee of 50% of the manufacturer's suggested list price for the instrument being leased. In order to take advantage of the leased instrument replacement feature, the lessee must report the theft or fire to the proper civil authorities and furnish Dave Phillips Music & Sound with a copy of that report along with a written claim including details regarding the incident. Instruments that have been lost or destroyed due to intentional acts do not qualify for the leased instrument replacement feature.
- General:** This agreement contains the entire understanding between Dave Phillips Music & Sound and the lessee. **ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE LESSOR. RECOVERY HEREUNDER SHALL NOT EXCEED THE AMOUNTS PAID BY THE DEBTOR HEREUNDER.** If the lessee files for bankruptcy, the leased instrument must be returned as it is the property of Dave Phillips Music & Sound.