

MONTHLY RENTAL AGREEMENT TERMS & CONDITIONS

This Rental Agreement ("Agreement") is between the customer ("you" or "Lessee") and Performance Piano Co., Inc., DBA California Keyboards Music Center ("CKMC"). By signing this Agreement, you agree to the following terms:

- 1. OWNERSHIP:** The instrument is rented only and remains the property of CKMC at all times unless purchased under a separate agreement. This Agreement may not be transferred without CKMC approval.
- 2. RENTAL TERM & PAYMENTS:** Rentals are month-to-month with a required minimum of three (3) paid months unless otherwise approved by CKMC. Rental payments are due monthly in advance. Instrument exchanges are allowed without an exchange fee; however, exchanged instruments are subject to another minimum of three (3) paid months. There are no enrollment fees or separate monthly protection plan charges.
- 3. RETURNS:** After the minimum rental period, you may end this Agreement at any time by returning the instrument directly to CKMC. Monthly payments are not prorated and no refunds are given for partial months. Responsibility for the instrument continues until CKMC issues a return receipt, which is the only acceptable proof of return. If returning an instrument by any method other than direct delivery to CKMC, you must first obtain a Return Authorization. Instruments left at schools or with third parties without authorization will be considered unreturned and rental charges will continue.
- 4. PEACE OF MIND PROTECTION PLAN:** Peace of Mind ("POM") is included with all rentals at no additional charge. POM covers parts and labor necessary to keep the instrument in playable condition. POM does not cover intentional or malicious damage, lost or misplaced instruments, unauthorized repairs, improper shipping or packaging, cosmetic wear, or all consumable items including: reeds, rosin, drum heads, sticks, lubricants, swabs, user-installed accessories, cello strings, or premium/upgraded accessories (e.g., professional-grade strings, specialty reeds, upgraded mouthpieces, cases, or other non-standard accessories). CKMC reserves the right to limit excessive or abusive replacement requests. Theft or fire losses must be reported to authorities within 48 hours and documentation provided to CKMC within 72 hours. Covered theft, fire losses, and damage beyond all repair are subject to deductibles of \$25 for violin, viola, percussion kits and \$50 for all other band and orchestra instruments (i.e. woodwinds, brasswind, cello, string bass etc.) POM applies only within California except during school-sponsored travel. POM coverage pauses automatically if the account becomes delinquent and will be reinstated when past due balances are paid in full.
- 5. RENTAL CREDIT / PURCHASE OPTION:** 50% of on-time rental payments accumulate as "Rental Credit" toward the purchase of one (1) qualifying new instrument from CKMC. Rental Credit applies only to base rent and does not include taxes, accessories, books, fees, or POM charges. Rental Credit may only be used toward in-stock instruments within the following instrument families: woodwind, brasswind, orchestral, and educational percussion kits as defined by CKMS. Rental Credit must be used during the rental period or within thirty (30) days after the rental ends, has no cash value, and may not be transferred, divided, or used toward special orders or non-instrument purchases. Payments more than ten (10) days late do not qualify for Rental Credit. Purchased instruments are considered final sale unless otherwise required by law. Any unused Rental Credit remaining after purchase is forfeited.
- 6. PAYMENT AUTHORIZATION:** You authorize CKMC to process charges to your payment method for rental payments, past due balances, late fees, returned payment fees, repair charges, replacement charges, and any other authorized amounts under this Agreement. Returned payments may result in a \$25 returned payment fee plus any applicable bank charges. You are responsible for maintaining current payment information with CKMC.
- 7. LATE PAYMENTS & DEFAULT:** Accounts more than ten (10) days past due may be charged a \$10 late fee for each late month. When accounts are more than ninety (90) days past due CKMC may declare the instrument stolen and charge up to the full replacement value of the instrument (as defined by CKMC). Unpaid charges will be recovered through lawful means, including referring the account to collections, reporting delinquent accounts to credit bureaus where permitted by law, and by adding reasonable collection costs, attorney's fees, court costs, repossession fees, and storage fees where permitted by law. Rental Credits are forfeited on delinquent accounts. In the event of bankruptcy, the instrument remains the property of CKMC and must be returned promptly.
- 8. LEGAL TERMS:** This Agreement is governed by California law. Venue for any legal action related to this Agreement shall be Kern County, California unless otherwise required by law. If CKMC must enforce this Agreement due to default, you agree to pay reasonable attorney's fees and court costs where permitted by law.