

## **SULLIVAN VIOLINS TERMS AND CONDITIONS EFFECTIVE 4/1/2017**

Sullivan Violins (SV) encourages customers to read these details carefully and contact our Rental Department with any questions regarding our rental policies. In addition to these terms, please note the following common sense precautions:

\* NEVER perform repairs to your rental instrument! If you experience any mechanical issues with your rental, please contact SV as soon as possible for assistance. Excepting replacement of broken strings, repairs performed by yourself or a third party may damage the instrument and cause you to become liable for correction of the repair or for the cost of the instrument. Most common problems can be easily fixed by our professional repair staff.

\* Rent is due on the account until the instrument outfit is returned and has been received by SV. If you are no longer using your rental instrument, please contact SV for return instructions.

\* Past due accounts. Rental payments made after the due date will be assessed a \$10.00 late fee per month, at the beginning of each month late, in addition to past due rent. If an account becomes more than 30 days delinquent, SV reserves the right to charge any credit card or checking account on file for a 3-month renewal, plus past due rent and applicable late fees.

### **FEE STRUCTURE AND PAYMENT POLICY**

Rental fees must be paid in advance. Rent must be paid for the entire time an instrument is in the renter's possession, until the instrument is received by SV, regardless of whether or not it is being used. Instruments are to be rented initially for a 3 rental period, and monthly rentals subsequent to the initial rental period. NOTE: Initial 3 months of rental term are considered a minimum period and are non-refundable. Sales tax applies for residents of NY. Tax rates are subject to change at any time and without prior notice.

Rental rates and the terms of this contract are subject to change at the end of any rental period and without prior notice. Please call us for an updated contract copy at any time.

### **EQUITY / PURCHASE PLAN**

If the renter wishes to consider purchasing an instrument, we have the following purchase option: For each rental, 100% of the first year's rental fees paid, not including insurance fees, tax, can be applied toward the list price of any instrument of the same type (for example, equity accrued while renting a violin may not be used to purchase a cello), and of equal or greater value, sold by SV ". List price is based on current market value. Equity may not be combined with another rental, equity or credit from a trade-in, or an instrument sold on consignment, or any other product or service offered by SV. Equity must be used within 2 years of the close of an account, or it will be forfeited. Purchased rental instruments in good condition may be traded in for an instrument of the same type, and of equal or larger size, at 100% of the purchase price less trade in fees as detailed in Sullivan Violins Trade Back Guarantee Policy. Please contact Sullivan Violins for an equity quote or with any other inquiry regarding the purchase of an instrument.

### **INSURANCE**

The renter will be responsible for the rental instrument and outfit components in case of loss or damage (reasonable wear and tear as determined by SV excepted), until the instrument outfit is returned. SV accepts the following liabilities under the rental insurance plan Insurance will cover instrument outfit maintenance, accidental damage as determined by SV, replacement of broken strings with rental-quality strings, and theft of a rental instrument from a secure environment if a police report is submitted in a timely manner. When the rental period expires, insurance coverage expires. Damage reported or observed after account expiration shall not be covered. Insurance is not in effect during air or overseas travel, except with the express consent of SV. SV does not offer instrument rentals outside of the United States. Insurance will not cover: loss of an instrument or outfit component; theft of an instrument or outfit component from a vehicle or other unsecure location; heat damage to the varnish of an instrument or damage resulting from weather or other environmental factors; intentional damage (scratching included); or reimbursement for shipping costs of any sort. If an instrument deemed uninsured is damaged, lost, or stolen, SV reserves the right to charge the cost of repair or replacement to any credit card or checking account on file. SV reserves the right to be the sole judge of an instrument's repair cost or replacement cost, and to perform or authorize any repairs. If pre-existing damage is noticed on a rental instrument, please contact SV within 24 hours of receipt; any damage observed after this time will be considered to have occurred while in the renter's possession. In the event that an instrument becomes damaged beyond reasonable repair, a replacement instrument can be issued to you. Destruction or loss of a second instrument will result in a loss of coverage under the insurance plan. Any damage incurred without insurance coverage will result in the renter being financially responsible for the cost of replacement or repair, as deemed necessary by SV. Please note: Equity accruals (see above) may not be used towards payment of a repairs or replacement of uninsured instruments.

## STRINGS

A note on rental string replacement: SV will only replace broken strings free of charge. Extra strings or sets must be purchased separately. False strings will only be replaced within 3 weeks of issue of the rental. Substitution of string type will be at the renter's expense. No reimbursement will be issued for strings purchased elsewhere.

## EXCHANGES

You may exchange your rental outfit at any time, either for an instrument of the same type or for an outfit of a different size or quality. While there is no charge for exchanging an outfit, please note that shipping fees (both outbound and return) are the responsibility of the rental customer. At the time of exchange, all components of your previous rental outfit should be returned to SV. If your outfit is not able to be returned immediately (for example, if you are requesting a new instrument via shipping), you will have 2 weeks to return your previous outfit. Please check your instrument case for any accessories and personal items before returning it to us. (SV is not liable for personal items left in instrument cases, such as shoulder rests, metronomes, and sheet music.) Outfits that are not returned within 2 weeks from the date of exchange will incur a monthly rental fee until the outfit is returned in its entirety. In the event that an overdue outfit or component is not returned, your account will be charged for the full value of the item(s). If you are unable to return an exchanged item to us quickly, please call our Rental Department at 585-325-7250.

## AUTOMATIC RENEWALS & PAYMENTS/ RETURNS & REFUNDS / PAST DUE ACCOUNT POLICY

- 1) Your rental will renew automatically on a monthly basis after the initial 3 month rental period. The renter authorizes Sullivan Violins to charge the preferred method of payment the rental fee on the same day of the month as the lease commencement date. If for any reason, the preferred payment method does not process, a courtesy, a 7-day "grace period" is allowed after the expiration date during which a renter can contact SV with a valid payment method with no penalties. (Insurance coverage is not in effect during this period.) Renewals are calculated based on the account's expiration date rather than the payment's receipt date.
- 2) Returns & Refunds: Returns are to be made by the expiration date. The initial 3 months of rental and subsequent monthly rental constitute a minimum period and are non-refundable.
- 3) Past Due Accounts: Rental payments made after the grace period will be assessed a \$10 late fee per month late, in addition to past due rent based on the daily rental rate. (Past due rent is calculated based on the account's expiration date rather than the grace period's end date.) Rental insurance paid for after the grace period will become effective on the date of payment and will not be prorated. If an account becomes more than 30 days delinquent, a 3-month renewal, plus due late fees and past due rent, may be charged to any credit card or checking account on file. Your account will then be transferred to an automatic 3-month renewal plan, using any credit card on file for your account.

In cases of non-payment and/or relocation of the renter without a forwarding address, we reserve the right to charge the purchase price of the instrument, minus any equity, to any credit card or checking account on file. We reserve the right to use any remedy deemed necessary (including use of on-file credit cards, use of a collection agency, or by lawsuit) to take possession of unreturned rental instruments and to collect all past due rental fees, late fees, legal fees, due deductible, collection costs, and losses due to uninsured coverage. In the event of legal action or use of a collection agency, any fees associated will become the responsibility of the renter. Rental rates and the terms of this contract are subject to change at the end of any rental period, and without prior notice. Please call us for an updated contract copy at any time.

ACCEPTING POSSESSION OF A RENTAL INSTRUMENT CONSTITUTES AGREEMENT WITH THE TERMS OF THIS CONTRACT.