



120 East Ave. Ste. 100, Rochester, NY 14604  
585-325-7250 - www.sullivanviolins.com

## Sullivan Violins, LLC Rental Application and Agreement

### Contact Information:

\*Parent's First Name:

M.I.:

\*Last Name:

\*Street Address:

\*City:

\*State:

\*Zip Code:

\*Home Phone:

Work Phone:

\*Email Address:

### Student Information:

\*Student Name:

\*School Name:

\*Teacher Name:

\*Lease Commencement Date

### \* Monthly Rental Fee (check one):

- Violin/Small Violas (<15") \$16 plus applicable sales tax
- Violas (=>15") \$18 plus applicable sales tax
- Cellos (Fractional) \$25 plus applicable sales tax  Cellos \$28 plus applicable sales tax

Instrument Size:

Rented Equipment Description:

Rental Insurance (check one if desired)

- Violin/Violas \$2.00 plus applicable sales tax
- Cellos \$3.50 plus applicable sales tax

**Credit Card Information:**

\*Credit Card Type:

\*Credit Card#:

\*Exp. Date:

**Checking Account Information**

\*Bank Name:

\*Branch:

City:

State:

Zip:

\*Routing/Transit Number:

\*Account Number:

**Select Primary Method Of Payment (ACH or Credit Card)**

Please select only one of the two methods below.

1.  **ACH (Automatic Cash Withdrawal from Checking Account)**  
By checking the box above I (we) hereby authorize Sullivan Violins, LLC or its agent to initiate monthly debit entries to my (our) checking account indicated below for the monthly payment hereunder and the depository named above to debit the same to such account to continue while this contract is in effect.

2.  **Pay by Credit Card**  
By checking the box above I (we) hereby authorize Sullivan Violins, LLC or its agent to charge the monthly payment listed above to my credit card account indicated above to continue while this contract is in effect:

\* I have read and agree to all of the Additional Terms and Conditions of Agreement.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

\* I have received and accept the Rented Equipment described above.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

## **Additional Terms and Conditions of Agreement:**

**Rental Agreement.** The undersigned (“Client”) and Sullivan Violins LLC (“Sullivan Violins”) agree that Sullivan Violins will rent to the Client the items described above at the stated Monthly Rental Fee, plus applicable sales tax. This Agreement commences on the Lease Commencement Date and continues until all of the Rented Equipment is returned. The Client agrees to pay for the entire replacement value of the Rented Equipment for failing to return the Rented Equipment or for failing to update automatic payment information within 30 days of a change of credit card or bank account information. Unless Rental Insurance was purchased by the Client on the Commencement Date of this Agreement, Client also agrees to pay for any damages to the Rented Equipment, not covered by insurance purchased through Sullivan Violins (including replacement of any broken strings), reasonable wear and tear excepted. Client understands that she/he may terminate this Agreement at any time upon return of the Rented Equipment to Sullivan Violins, however, no reimbursements for payments already made will be given. The termination of this Agreement shall not terminate the Client’s continuing obligations to Sullivan Violins to pay any unpaid Monthly Rental Fees or for any Rented Equipment not returned to the offices of Sullivan Violins in good condition and repair.

**Payments, Late Fees, Interest Charges and Collection Costs.** The Client promises to pay the stated Monthly Rental Fee payable in full in advance to Sullivan Violins according to the terms above at 120 East Ave., Suite 100, Rochester, NY 14604, beginning on the Commencement Date of this Agreement. The Client agrees to provide Sullivan Violins with updated credit card and or bank account information within 30 days of expiration or change. The Client also agrees to allow Sullivan Violins to charge the alternate payment method indicated in this contract if payment is not received within 30 days of the stated due date. A late fee of \$15.00 will be added to the Client’s account in addition to monthly finance charges assessed by the Sullivan Violins based on any balance left outstanding. All unpaid balances owed for the Monthly Rental Fees, or any amounts payable to Sullivan Violins for any failure to return the Rented Equipment or any amounts owed to Sullivan Violins arising from any damage to the Rented Equipment shall accrue interest at a rate of 1½% per month on the unpaid balance or at the highest interest rate permitted by law, whichever is less. The Client also agrees to pay Sullivan Violins reasonable attorneys fees and court costs should legal action be required to be undertaken by Sullivan Violins to recover any monies owed to it by Client or for any other default under this Agreement.

**Purchase Credit.** One Hundred percent (100%) of the Client’s Monthly Rental Fee (excluding any sales taxes paid) paid by the Client during the first twelve (12) months from the Commencement Date of this Agreement may be applied by the Client towards the purchase price of the any instrument sold at Sullivan Violins. The Client agrees to forfeit any accumulated purchase credit for his/her failure to pay all Monthly Rental Fees on a timely basis or for the Client’s failure to return the Rented Equipment in good condition and repair and for any failure by the Client to pay for any damage to the Rented Equipment not covered by Rental Insurance purchased by the Client on the Commencement Date of this Agreement.

**Ownership/Insurance/Repairs.** Client understands that Sullivan Violins retains ownership of the Rented Equipment, and the Client agrees to maintain the Rented Equipment in a reasonable manner for the duration of this Agreement. In the event of any damage during normal use and care of the Rented Equipment, if the customer has purchased Rental Insurance as indicated in this Agreement, Sullivan Violins will complete all necessary repairs to the Rented Equipment, or an exchange of a comparable instrument will be made if so elected by Sullivan Violins. Sullivan Violins will replace broken or false strings on the Rented Equipment within the first 30 days of rental only. After 30 days, the Client will assume the all cost of replacing strings. In the event of malicious or negligent damage to the Rented Equipment, or theft of the Rented Equipment as a result of careless action (i.e. from an unlocked car), and other than normal wear and tear, Client shall responsible for all costs associated with repairs or replacement of the Rented Equipment All repairs must be completed by qualified Sullivan Violins technicians.

**Exchange Instruments.** Sullivan Violins agrees to exchange rental items for another larger size instrument of equal replacement value at any time, subject to availability, during the duration of this Agreement. Upon such exchange, the Client agrees to execute a new Agreement for the exchanged instrument or such modification to this Agreement as is required by Sullivan Violins to reflect the exchange and amended Monthly Rental Fee.

**Return of Rented Equipment.** Upon lawful termination of this Agreement, or upon Client’s default, Client shall at its own expense, shall crate, and transport the Rented Equipment to Sullivan Violins to receive the Rented Equipment in the same condition it was at the commencement of this Agreement, reasonable wear and tear excepted (other than broken strings). Sullivan Violins may continue to invoice Client on a monthly basis at the Monthly Rental Fee until the Rented Equipment is returned.