

Musical Elements LLC

Instrument Rental & Insurance Policy

1. Rental Agreement

All instruments rented from Musical Elements LLC remain the property of Musical Elements unless and until ownership transfers through the rent-to-own program. By signing the rental agreement, the renter agrees to all terms outlined in this policy.

2. Rental Payments

- Rental fees are billed monthly.
- Payment is due on the same date each month as stated in your agreement.
- Payments not received by the due date are considered late.

Monthly Late Fees

- A late fee of \$30 will be applied if payment is not received within 7 days of the due date.
 - An additional \$30 may be charged for each month the account remains delinquent.
 - Late fees are cumulative and must be paid to restore the account to good standing.
 - Continued non-payment may result in suspension of rental privileges, collections, or legal action.
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3. Inactive Accounts & Failure to Return Instrument

Account Inactivity

- An account becomes inactive after 7 days of non-payment.
- Rental charges continue to accrue during periods of non-payment.

Failure to Return

If rental payments stop and the instrument is not returned:

- The account may be classified as **Failure to Return** after 14 days.
- The renter is responsible for:

- All outstanding rental fees
- Accrued late fees
- Full replacement value of the instrument
- Any collection, attorney, or court fees incurred

Accounts more than 90 days past due may be referred to collections and reported to credit bureaus where permitted by law. Legal action may be pursued to recover the instrument or its replacement value.

4. Rent-to-Own Purchase Option

All rental instruments are part of a rent-to-own program.

- After **39 consecutive monthly rental payments**, ownership of the rented instrument transfers to the customer.
- The instrument you rent is the instrument you will own. Musical Elements does not guarantee a new or different instrument at the time of ownership transfer.
- All instruments are professionally inspected and set to performance standards at the start of the rental period.
- Rental payments may accumulate as credit toward purchase of the rented instrument or an upgraded model.
- Purchase credit may apply up to **40% of total rental contributions**.
- Monthly insurance fees (typically \$9 per month) do **not** apply toward purchase credit.

Participation in the rent-to-own program confirms acknowledgment that ownership applies only to the originally rented instrument.

5. Service, Maintenance & Exchanges

Service & Maintenance

If your rental instrument requires service:

- Bring it to any Musical Elements location or authorized affiliate.
- Routine maintenance is covered.
- The following are **not included** in standard service:
 - String replacement
 - Bow rehairing
 - Major physical damage repairs
 - Negligence-related damage

Complimentary Rental Exchanges

Rental customers may exchange instruments at any time without additional exchange fees. This allows flexibility as a student's needs change.

Instrument Scalability

Renting allows students to upgrade to larger or more advanced models as they grow. Transitions should be guided by the student's music educator to ensure proper sizing and suitability.

6. Instrument Condition & Responsibility

- The renter is responsible for maintaining the instrument in good condition.
 - Damage beyond normal wear and tear may result in repair or replacement charges.
 - The instrument must be returned in playable condition, excluding reasonable wear.
 - Rental billing stops only after the instrument is physically returned and inspected during normal business hours.
 - No refunds are issued for partial months unless otherwise stated in writing.
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7. Damage Coverage (Optional Insurance)

Limited Liability Insurance (LLI)

Optional Limited Liability Insurance (LLI) is available.

- LLI protects against certain accidental damages.
- Coverage does **not** include major physical damage or negligence.
- A \$120 deductible may apply.
- Accessories are not covered, including:
 - Strings
 - Bridges
 - Mouthpieces
 - Bow hair

Insurance fees are separate from rental payments and do not apply toward ownership credit.

8. Policy Exclusions – Injuries & Harm

Musical Elements LLC is not responsible for injuries, illnesses, or damages resulting from the use, handling, or playing of rental instruments. This includes, but is not limited to:

- Cuts, bruises, sprains, or bodily injury
- Repetitive strain injuries (e.g., tendinitis, carpal tunnel syndrome)
- Hearing loss or auditory damage
- Respiratory issues related to wind or brass instruments
- Allergic reactions to instrument materials
- Infectious diseases from shared or improperly cleaned instruments
- Any related legal claims, lawsuits, or expenses

By renting an instrument, the renter accepts full responsibility for safe use and proper handling.

9. Communication & Policy Updates

- Renters are responsible for updating contact information.
 - Musical Elements reserves the right to update this policy at any time.
 - The most current policy will be made available upon request.
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By entering into a rental agreement with Musical Elements LLC, you acknowledge that you have read, understand, and agree to all terms and conditions outlined above.