



Montana Band Instruments, Inc.
Morgenroth Music Centers

1105 W. Sussex
P. O. Box 3957
Missoula, MT 59806
1-800-462-0013
www.montanamusic.com

Customer No. _____ Date _____

Instrument _____
Type _____ Brand _____ Serial Number _____

I acknowledge receipt of the instrument listed above, for student use only in conjunction with the school music program or a qualified teacher. I understand that any monthly payment not received within 10 days after it's due date will incur a \$5.00 late fee due in addition to the regular monthly payment amount.

I agree to pay Morgenroth Music Centers a rental fee of \$ _____ each month in advance beginning _____, for the use of this instrument, until the balance is paid in full, at which time I will assume title and full ownership of the instrument.

I reserve the right to return the instrument to Morgenroth Music centers at any time during the rental period. **No refund of money will be made if the instrument is returned, as all money received shall be considered rent until full payment is made.**

All rental paid, less monthly FINANCE CHARGE and maintenance and replacement charge, will apply toward the purchase of the above instrument. I reserve the right to apply the balance on the instrument at any time, and remaining FINANCE CHARGES calculated after the return date will be non-applicable. Maintenance and Replacement Coverage will be terminated at this time.

A **FINANCE CHARGE** is included in the monthly payment, and covers all interest charges during the rental period set forth in the agreement.

IF CONTRACT IS PAID WITHIN THE FIRST 5 MONTHS, NO FINANCE CHARGE WILL BE ASSESSED.

MAINTENANCE AND REPLACEMENT COVERAGE (detailed on back) is available for an additional \$ _____ per month. ☐ I do ☐ I do not elect this additional coverage.

Morgenroth Music Centers will retain full title and ownership of this instrument until full payment has been made as set forth in this agreement. I agree not to sell, mortgage, remove from the state or otherwise dispose of the instrument until full payment has been made. In the event the customer defaults on the payment of any sum due hereunder or fails to comply with any condition of the contract to be performed by the customer, or Seller deems customer is insecure, or the property in danger of misuse or confiscation, the full amount remaining unpaid hereunder shall immediately become due and payable at the selection of the Seller, and the Seller may retake possession of said property wherever located and resell or retain the same in the same manner provided by the statutes and the laws of the state where said property is located. "I understand that in the event any unpaid balance is placed for collections with any third party collection agency, a fee of 50% of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorney fees, late fees, and any other fees so stated elsewhere. The authorized fee of 50% and the additional costs and charges listed above represent the actual costs incurred by Montana Band Instruments, Inc. to collect amounts owed under this agreement and a corresponding decrease in expected revenue resulting from this signers failure to pay as specified in this agreement". This contract constitutes the entire agreement between the parties hereto and may be assigned by the seller. The customer acknowledges a receipt of a true copy hereof.

A FRIENDLY REMINDER: Should your child discontinue the music program, please return the instrument at once. This will save additional charges, since the rent continues until we have received the instrument. You must return your instrument to Morgenroth Music Centers in Missoula or one of our agent stores and please keep your receipt for return. **DO NOT RETURN YOUR INSTRUMENT TO THE SCHOOL OR BAND DIRECTOR.**

Customer Name _____ SS# or Drivers Lic # _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Employer _____
Position _____ Employer Telephone _____
E-Mail _____

Have you declared bankruptcy within the last 10 years? ☐ Yes ☐ No
Student Name _____ School _____
Credit Reference Name _____ Address/Phone _____
Nearest Relative Not Living With You _____
Address: _____ Phone: _____

I hereby authorize the person or Company to whom this application is made, or any credit bureau or any other investigative agency employed by such person or Company, to investigate any reference herein listed or statements or other data obtained from any person pertaining to my credit and financial responsibility.

Applicant's Name (Please Print) _____ Salesperson's Name _____
Applicant's Signature _____ Date _____

AUTHORIZATION FOR USE OR DEPOSIT OR CREDIT CARD: In the event I have not made payment of the monthly rental by the 10th day following the rental due date, I authorize you to deduct the monthly rental then due from the deposit held by you. If a credit card is listed below, I elect to use it in lieu of a cash deposit. I hereby authorize you to charge the monthly rental amount to my card if I have not paid the monthly payment by the 10th day after my monthly due date.

TYPE OF CARD _____ CARD ACCOUNT NO. _____

EXPIRATION DATE _____ V-CODE _____ SIGNATURE X _____

☐ Check this box if you want to use the above listed card on a monthly auto pay
SEE OTHER SIDE FOR ADDITIONAL PROVISIONS OF THIS AGREEMENT

TITLE:

Title and unrestricted rights of repossession of the merchandise shall remain with Morgenroth Music Centers. Renter may not assign the contract or any interest without prior written authorization from Morgenroth Music Centers.

DAMAGES

Renter shall be responsible for all damages to the merchandise other than reasonable wear and tear.

WARRANTIES

Warranties shall be limited on all merchandise to those express warranties, if any, which are provided by the manufacturer. Warranty work must be done at Morgenroth Music Centers Repair Shop at 1105 W. Sussex, Missoula, MT. Shipping costs to and from Morgenroth Music Centers are the responsibility of the renter.

DEFAULT

If the renter should default in any of the obligations hereunder, or if the owner should deem itself insecure in respect to the contractual obligation hereunder. The entire value of the merchandise, plus all outstanding rent and charges, at the option of the owner, and without notice to the renter, shall immediately become due and payable, and the owner may proceed to collect such amount, and/or may, without notice or prior demand, take possession of the merchandise wherever found, and without process of law. Such termination shall not release renter from the payment of any damages sustained by owner as provided herein. The remedy of repossession shall be cumulative with any other remedies the owner may have against the renter as a matter of law. The renter hereby directs any third party having custody or possession of the merchandise, including schools, to deliver the merchandise to the owner on demand and agrees to hold owner and the said third parties, school officials and teachers harmless for such delivery. In the event the merchandise is repossessed by the owner, renter shall in addition to cost of collection and instrument damage, pay all amounts due under the contract from the date hereof until recovery of the merchandise by the owner. Renter has no right to sell, mortgage, pawn, or pledge, encumber, or dispose of said property or to move said property from the address of the renter listed on the front of this contract. To do so is a breach of this agreement and renter shall be liable under applicable state law. If the merchandise is removed from the state where rented, renter is liable to owner for the total value of the merchandise as listed on the front of this contract plus all outstanding rent charges.

LEGAL REMEDIES AND COLLECTION COSTS

I understand that in the event any unpaid balance is placed for collections, with any third party collection agency a fee of 50% of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly to collect amounts owed under this agreement such as court costs, attorney fees, late fees, and any other fees so stated elsewhere. The authorized fee of 50% and the additional costs and charges listed above represent the actual costs incurred by Morgenroth Music Centers to collect amounts owed under this agreement and a corresponding decrease in expected revenue resulting from this signers failure to pay as specified in this agreement.

USE OF COLLATERAL

Renter represents and warrants that the merchandise rented hereunder is rented for personal, family, school and household use, and not for professional use.

ORAL STATEMENTS AND PERFORMANCE

There are no understandings, agreements, or representations, express or implied, written or oral, not specified in this contract in the terms hereof, and this contract contains the entire agreement of the parties and is binding on both parties. If owner waives any default by renter or owner remedies any of renter's defaults, such action will not operate as a waiver of the default remedied or of any earlier or later defaults. Time is of the essence of this agreement. Coupons may or may not be provided to the customer by the owner and said coupons in no way alter the terms of this contract.

DISPUTES AND RETURNED CHECKS

There will be a \$20.00 service charge on all returned checks. Disputed balances must be discussed directly with the owner's Credit Manager. Renter agrees and understands that any endorsement on a check containing the phrase "payment in full" or similar language is not binding on Owner, without an express written agreement signed by the Owner's Credit Manager.

APPLICATION OF PAYMENT

Payment will be applied first to return check charges, late fees and any other charges due and then to rental payments. Payments are applied to past due payments first, then current payments.

MONTANA CODE 45-6-309 FAILURE TO RETURN RENTED OR LEASED PERSONAL PROPERTY

1. A person commits the offense of failure to return rented or leased personal property if, without notice to and permission of the lessor, the person purposely and knowingly fails to return the property within 48 hours after the time provided for return in the rental agreement, provided that clear written notice in bold print, of the date and time when return of the property is required and of the penalty prescribed in this section is stated in the rental or lease agreement.
2. Presentation to the lessor by the lessee of identification that is false for the purpose of obtaining a rental or lease agreement constitutes prima facie evidence of commission of the offense.
3. After the rental or lease period specified in the rental or lease agreement has expired, failure to return rented or leased personal property within 7 hours of written demand by the lessor, sent by certified mail to the renter or lessee at the address given at the time of entering the rental or lease agreement, constitutes prima facie evidence of commission of the offense.
4. (a) A person convicted of failure to return rented or leased personal property not exceeding \$500 in value, shall be fined not to exceed \$500 or be imprisoned in the county jail for a term not to exceed 6 months, or both. (b) A person convicted of failure to return rented or leased personal property exceeding \$500 in value shall be imprisoned in the state prison for a term not to exceed 10 years.

MAINTENANCE AND LOSS PROTECTION AGREEMENT

This Maintenance and Loss Protection Agreement, hereafter referred to as M&R, will provide extended maintenance and loss protection for your instrument subject to certain terms and conditions described below. Intentional damage caused by malice is not covered.

LOSS PROTECTION: Morgenroth Music Centers will replace your instrument if lost or stolen provided that the loss or theft is reported to the local police within 24 hours from discovering the loss or theft. You must provide Morgenroth Music Centers with a copy of the police report. The instrument will be replaced with one of similar quality and age.

MAINTENANCE: Morgenroth Music Centers provides basic service for your instrument if M&R Coverage is elected. This agreement extends maintenance as listed below

BRASS: Clean & disinfect mouthpiece, replace water key cork, pull stuck mouthpiece, replace valve felts, clean inside cases, replace springs, necessary part replacement, spot lacquer and polish instrument, chemical flush instrument, slide-valve and casing repair, remove accessible dents, re-solder braces, pull stuck slides, align bent body and restring rotors. M & R does not cover loss of mouthpieces, lubricants and oils, and cleaning supplies.

WOODWINDS: Clean & disinfect mouthpieces, replace broken ligature, replace key cork & felt, clean inside of case, adjust pivot screws, oil and regulate reseat pads, replace tenon corks, replace springs, replace pivot screws and pads, condition wood body instruments, straighten bent or sticking keys, remove necessary and accessible dents, level warped tone holes, alignment of bent body, straighten bent posts and tenon rings, joint replacement, buff and polish and case repair. M & R Does not cover broken or lost mouthpieces, reeds or cleaning and lubricating supplies.

STRINGS: Clean and polish, adjust, replace or reset soundpost, bridge adjustment, repair or replace fine tuners, repair or replace bridge, adjustment of tail piece, reglue finger board, complete peg work, complete bow work, joint separation, repair cracks, case repair and bow re-hair. M & R does not cover broken or worn out strings, rosin or replacement of chin rests and shoulder rests.

PERCUSSION KITS: Repair/remount snare mechanism, repair or replace stripped parts, adjust drum heads and clean case, replace rubber bumpers, adjust snare mechanism, straighten bent screws, replace snare mechanism, replace broken screws and repair or replace frame and case. M & R does not cover drum heads or drumsticks.

CONDITIONS: Regular payments must be maintained as scheduled during the time elapsing between loss and replacement or while the instrument is being serviced. The loss protection is void and the instrument will not be replaced if you are late with payments or other charges and M & R fees at the time of loss. Maintenance will not be provided if you are more than thirty (30) days late in payments, other charges and M & R fees. All provisions are void and payments extended to the instrument is serviced or repaired by anyone other than Morgenroth Music Centers Repair Technicians. This agreement expires with termination of your rental agreement. If M & R is elected, monthly M & R fees will be added to your monthly rent and are due at the same time.