

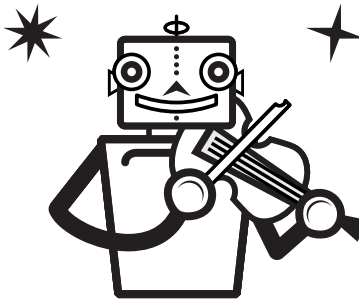


# MIDWEST STRING RENTALS

30 East Adams St. Suite #1200

Chicago, Illinois 60603

Phone 312-566-0429 Fax 312-346-3005



## Rental Agreement and Credit Application

**Name:** \_\_\_\_\_ Spouse/Partner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ Home Ph. \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Cell Ph. \_\_\_\_\_

**SSN** (Required) \_\_\_\_\_ **Date of Birth** (Required) \_\_\_\_\_

**Billing Address**  same  if different → Street \_\_\_\_\_  
(on credit card) City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Occupation** \_\_\_\_\_ Employer \_\_\_\_\_ Work Ph. \_\_\_\_\_

Spouse/Partner's Occupation \_\_\_\_\_ Employer \_\_\_\_\_ Work Ph. \_\_\_\_\_

**Student's Name** \_\_\_\_\_ Age \_\_\_\_\_

Music Teacher \_\_\_\_\_ Music School \_\_\_\_\_

**Personal Reference** (nearest friend or relative not living with you) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Reference Ph. \_\_\_\_\_

Reference email \_\_\_\_\_

----- **OFFICE USE ONLY** -----

Instrument ID \_\_\_\_\_ Inst. Type \_\_\_\_\_ Acct# \_\_\_\_\_

Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Swap Date \_\_\_\_\_

Swap Log \_\_\_\_\_ Swap Date \_\_\_\_\_

Swap Log \_\_\_\_\_ Swap Date \_\_\_\_\_

Rent Per Month \_\_\_\_\_ Tax \_\_\_\_\_ Sec. Deposit \_\_\_\_\_

Auto Payment  yes  no **Total rent plus tax per month:** \_\_\_\_\_

Insurance/replacement value \_\_\_\_\_

**Rental Terms:**

1. Renter agrees to rent the instrument(s) for a minimum of two (2) months. The first two months rental fees are due before receipt of the instrument(s) and are nonrefundable after the initial ten (10) calendar day trial period. If renter returns the instrument(s) in good condition within ten (10) calendar days from the date of this contract a full refund less any taxes and maintenance fees will be issued. After the first two month period, instrument(s) will be rented on a monthly basis with payment due between the 1st and 6th day of each month the instrument(s) are rented (i.e. for January 1st-31st payment will be due between January 1st- January 6th). Payments received after the 6th of the month will be assessed a late fee of \$10 per month plus 1% of the outstanding balance. Returned checks will be assessed a fee of \$25.00 and non-working credit cards will be assessed a fee of \$10 per event. All accounts that are over 90 days past due may, at the discretion of Midwest String Rentals, be turned over to a collection agency. Accounts turned over to a collection agency will be liable for both the retail value of the instrument and the past due rent. In addition, the account will be billed for all reasonable collection costs and attorney's fees.

2. Renter agrees that if rent has not been paid within fifteen (15) calendar days of the due date Midwest String Rentals may charge the delinquent rent plus applicable late fees to the credit card provided below. Renter agrees to renew the credit card until termination of this agreement, and supply Midwest String Rentals with new expiration dates and replacement card numbers. If a credit card is not provided a security deposit in the amount of one half the total retail value of each instrument rented is required and missed rental fees, and late fees on past due balances may be deducted from this amount. If the instrument is returned at the end of the rental term in good condition allowing for normal wear and tear, the full deposit amount, less any missed rental fees and late penalties shall be refunded to the renter.

**Visa or Mastercard (circle one) #** \_\_\_\_\_

**Exp. Date** \_\_\_\_/\_\_\_\_/\_\_\_\_ **Sec. Code** \_\_\_\_\_

**Security deposit amount:** \_\_\_\_\_

3. Automatic Payment Option (Credit Card) I authorize Midwest String Rentals to charge my rental payment to my VISA/Mastercard the beginning of every month as per the terms provided for elsewhere in this agreement.

**Signed** \_\_\_\_\_

**Print name:(Card Holder)** \_\_\_\_\_

4. Return of the instrument cancels this agreement. However, all amounts due and owing shall be paid at the time of return. Renter will have a grace period of seven (7) calendar days after the due date to return this instrument, after which, the next month's rent is due and payable in full. Renter understands that unless Renter returns the instrument(s) in good condition and within the initial ten calendar day trial period there is no refund on any rent monies paid, and Renter shall be liable for any past-due rent and fees.

5. Renter understands that, regardless of the county of the renter, the tax on the rent remains the same, i.e., according to the tax rate of Cook County in Illinois.

6. Instruments are rented in good condition. ALL REPAIRS AND ADJUSTMENTS MUST BE PERFORMED BY MIDWEST STRING RENTALS OR ITS AGENTS. In the event that renter has repair work done by anyone not authorized by Midwest String Rentals the renter is liable for the retail value of the instrument plus any outstanding rental charges and applicable late fees. Midwest String Rentals will conduct routine maintenance to the instruments at no charge to the renter. Routine maintenance includes cleaning, adjusting of pegs, tailgut, tuners, and soundpost. Midwest String Rentals will not cover the cost of string replacement, bow repairs, rosin or accessories. Midwest String Rentals agrees to provide repair and/or replacement of defective merchandise at no charge to the renter. Any other repairs due to damage, neglect, or accident, shall be charged to the renter at the prevailing shop rate for said repairs. Renter agrees to assume liability against fire, theft, or any change to the instrument, case, and all accessories other than normal wear and tear. Rental instruments are NOT INSURED BY MIDWEST STRING RENTALS. Midwest String Rentals encourages all renters to seek damage and loss coverage on their homeowners or renters insurance policies and MSR will provide an appraisal free of charge to facilitate this.

7. A MAXIMUM OF 50% OF 24 MONTHS RENTAL FEES PAID, (exclusive of taxes and maintenance fees paid), CAN BE ALLOWED AS CREDIT towards the purchase of certain instruments of equal or greater value at Midwest String Rentals and at participating dealers including Kenneth Warren and Son, Bein and Fushi, Carl Becker and Son, William Harris Lee and Company. In order to receive credit renters must indicate the use of that credit with participating shops before viewing prospective instruments or bows for purchase and their account must be current. The use of rental credit toward a purchase will NOT automatically change the status of a rental to a purchase. To cancel a rental contract and terminate billing a client must settle all outstanding charges in full, return the inventory, and cancel their account with a Midwest String Rentals representative.

8. Midwest String Rentals must be notified in writing at least 14 days before the instrument is removed from the renter's primary residence for an extended period of time (more that 45 days) or if the renter moves.

9. Should the renter violate the terms or conditions of this agreement, or declare bankruptcy, Midwest String Rentals may take possession of the rental unit and cancel the rental agreement at any time at their discretion. The instrument is and shall remain the property of Midwest String Rentals. The renter agrees to return the instrument immediately upon demand. In the event that Midwest String Rentals retains an attorney to recover the instrument or the value of the instrument and/or the rent due, the renter agrees to pay all costs and reasonable attorney's fees.

10. In the event of legal action, exclusive venue shall lie with the court of competent jurisdiction in Cook County, Illinois. Should Midwest String Rentals engage counsel to enforce payment renter agrees to pay all costs and reasonable attorney's fees.

11. Midwest String Rentals reserves the right to change terms, and/or rental fees at their discretion and after notification to the renter. Notification shall be made by written notice sent to the billing address on file no less than 30 days before the change will take effect.

12. This contract is not transferable or assignable.

**AGREEMENT OF CONDITIONS Of Rental and condition of Instrument (Renter to initial each section)**

a.) \_\_\_\_\_ I agree that the instrument that I am renting is in excellent condition, with no raw wood showing or open cracks. I understand that the instrument is to be kept in its case or bag whenever it is not being played and that it should not be left in any place where it may be knocked over, or have something knocked over onto it. I understand that the top is especially vulnerable and that the edges may chip and break if mistreated.

b.) \_\_\_\_\_ I agree to keep the rental instrument, including the bow, away from extreme hot or cold temperatures and humidity. I will not leave the instrument in the trunk of a car, in an unoccupied car, or otherwise unattended. I understand that the bow hair must be kept loosened whenever it is not in use.

c.) \_\_\_\_\_ I understand that ALL REPAIRS AND ADJUSTMENTS MUST BE PERFORMED BY MIDWEST STRING RENTALS OR ITS AGENTS. I understand that in the event that I have repair work done by anyone not authorized by Midwest String Rentals I will be liable for the retail value of the instrument plus any outstanding rental charges and applicable late fees.

d.) \_\_\_\_\_ I assume full responsibility for the care and safety of the instrument until I return it to Midwest String Rentals. I realize that upon returning the instrument to Midwest String Rentals, I may be charged for the following items, including but not restricted to: damages such as cracks, broken corners or edges, dents, missing or broken bridges.

e.) \_\_\_\_\_ I assume full responsibility for the retail value of this instrument. I understand that the instrument is not insured by Midwest String Rentals and that as the renter I am liable for any change to the instrument, case, and accessories other than normal wear.

f.) \_\_\_\_\_ I understand that my order cannot be cancelled until I have returned the instrument to Midwest String Rentals, settled all outstanding charges in full and cancelled my account with an MSR representative.

g.) \_\_\_\_\_ I understand that I assume responsibility for Midwest String Rentals instruments left with third parties such as teachers.

h.) \_\_\_\_\_ I have received a care brochure from Midwest String Rentals and understand it fully.

The undersigned hereby declares and represents that they have read the foregoing agreement and that all statements made therein are true to the best of their knowledge. The undersigned, hereby authorizes Midwest String Rentals, Ltd. to order a Consumer Credit Report, in conjunction with this agreement or with any subsequent update, renewal, or extension of this agreement.

I have read and agreed to the terms of this agreement.

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**MSR representative Initials** \_\_\_\_\_ **MSR Manager Approval** \_\_\_\_\_