



**11. Damages:**

We (Lessor) are entirely responsible for loss or theft providing that you provide us with a copy of a police report and all of your payments are current. You (Lessee) are entirely responsible for damage to the rental property resulting from abuse or neglect. Your liability for such damage will not exceed the early purchase option price of the rental property as of the date it is damaged.

**12. Termination:**

You (Lessee) may terminate this agreement without penalty at the end of any monthly term (after the initial period) by returning the rental property to us in good condition. **DO NOT RETURN THE INSTRUMENT TO THE SCHOOL WITHOUT CONTACTING US AND GETTING A RETURN AUTHORIZATION.** You will be liable for any unpaid rental payments due upon the date of return.

**13. Reinstatement:**

If you (Lessee) fail to make a timely payment, you may reinstate the agreement without penalty, if:

- 1) You pay all past due rental charges and a reinstatement fee within 5 days of your renewal date; or
- 2) You return or voluntarily surrender the rental property within 5 days of your renewal date. If you choose to reinstate the agreement after returning the rental property, you will have up to 21 days (or longer depending on how long you have rented the property) to pay all past due rental charges and a reinstatement fee.

**14. Repossession:**

If you (Lessee) are in default of any sum due under this Agreement, or if you destroy or damage the rental property, we (Lessor) may repossess the rental property by legal process or self help without the use of force. Nothing in this Agreement shall authorize a violation of criminal law or other applicable statute. In the event of default, we may take possession of the rental property wherever found, including at school. In order to reinstate the Agreement after repossession occurs, you must pay: All past due rental charges, the reasonable cost of pick-up and delivery and a reinstatement fee of \$5.00.

**15. Collection Costs:**

In the event that we (Lessor) are forced to resort to a collection agency and/or legal proceedings to collect any sum due under this agreement as rent or damages due to abuse or destruction of the rental instrument, you agree to pay for reasonable collection agency fees and/or reasonable attorney fees and court costs incurred by us (Lessor) to recover said rent or damages.

**16. You can exchange the instrument rented under this agreement for any other instrument in our student rental plan at any time with the approval of your child's teacher. During the first 90 days of this agreement 100% of your net payment will be applied to the cash price of the next instrument. After 90 days, 60% of your net payments will be applied to the cash price of the next instrument.**