z-al

Lane & Edwards
VIOLINS

LOUISVILLE, KY

Lane and Edwards Violin Shop is proud of our **many decades of experience** in repair, restoration, and sales of all violin family instruments. Customers value our prompt, quality service and appreciate thoughtful pricing of fine, hand-crafted instruments. All repair work, bow rehairing, full restoration, and everything in between, is done in our shop. *At Louisville's most storied violin shop, we are ready to help you on your musical journey!*

OUR RENTAL PROGRAM!

☐ Fractional Sized Instruments:

	☐ Violin	☐ Viola	☐ Cello	☐ Bass
Rental Payment	$14.00	$14.00	$30.00	$50.00
Maintenance	$5.00	$5.00	$8.00	$10.00
Sales Tax	$1.14	$1.14	$2.28	$3.60
Total	$20.18	$20.18	$40.28	$63.60
First Payment (2 Month Deposit)	$40.36	$40.36	$80.52	*$381.6

☐ Full Sized Instruments:

	☐ Violin	☐ Viola	☐ Cello	☐ *Bass
Rental Payment	$24.00	$24.00	$50.00	$60.00
Maintenance	$5.00	$5.00	$8.00	$15.00
Sales Tax	$1.74	$1.74	$3.48	$4
Total	$30.74	$30.74	$61.48	$79.50
First Payment (2 Month Deposit)	$61.48	$61.48	$122.96	*$477.00

*Bass Rentals require a 6 month deposit

100% of the first 12 months of rent and 50% of subsequent months' rent applies to the purchase of any instrument we own. All repairs are done in our shop, and all instruments are expertly adjusted. Free loaner instruments can be provided as needed.

All of our high quality instruments include the following:

- Adjustment of bridge, sound post, pegs and bow.
- Bow with real horse hair.
- High quality case with attached nylon cover, or padded nylon bag for cello.
- Synthetic core (Perlon) strings
- Tailpiece with 4 fine tuners.
- Student appropriate rosin.

When the time comes to purchase your own instrument, our shop maintains a large selection of stringed instruments that meet your musical needs and are preferred by teachers.

To learn more about our instruments, bows, rentals and other services, visit our website at laneandedwards.com, contact us by phone at 502-690-5908, or come visit us!

INSTRUMENT RENTAL AGREEMENT

THIS INSTRUMENT RENTAL AGREEMENT ("Rental Agreement" or "Agreement"), effective as of _____ ("Effective Date"), is made by and between LANE & EDWARDS VIOLINS, a Kentucky limited liability company ("Lessor") and _____, an individual resident of _____ ("Lessee"). Lessor and Lessee may be collectively referred to herein as the "Parties" or individually as "Party".

Lessor is in the business of sales and rentals of musical instruments, namely, violins, violas, and cellos, and bows and accessories thereto. Lessee wishes to rent the musical instrument, bow, case, and other items described in further detail on Schedule A hereto (collectively "Instrument").

The Parties agree as follows:

1. Rent.

Lessor hereby leases the Instrument to Lessee for the monthly amount of $ _____. An initial nonrefundable payment equivalent to two months' rent shall be due and paid upon execution of this Agreement and shall be applied to the initial two-month term set forth in clause 2 below.

2. Term.

The initial term of this Agreement is two (2) months from the Effective Date, after which the Agreement shall renew automatically for successive terms of one (1) month unless and until the Parties terminate the Agreement as set forth herein.

3. Termination.

3.1. By Lessee. Lessee may terminate this agreement at any time after the initial term by returning the Instrument and other items described in Schedule A to Lessor. Any amounts owing under this Agreement shall come due and payable at the time the Instrument is returned. Lessee shall not be entitled to any pro rata reduction in monthly rent if Lessee terminates this Agreement during the initial term or any successive term. This Agreement shall not terminate and shall automatically renew, and rents shall continue to accrue, until Lessee has returned all the items in Schedule A to the Lessor's reasonable satisfaction.

3.2. By Lessor. Lessor may terminate this Agreement at any time by giving notice of termination to Lessee. Upon termination by Lessor, Lessee shall return the Instrument to Lessor as soon as reasonably possible. Rent shall continue to accrue until Lessee returns all items on Schedule A to Lessor's reasonable satisfaction. Any amounts owing under this Agreement shall be due and payable when the Instrument is delivered to Lessor. If Lessor terminates the Agreement during the initial term or any successive term, Lessee shall be entitled to a pro rata reduction in rent proportional to the time remaining in the term, calculated from the time Lessee returns all items in Schedule A to Lessor's reasonable satisfaction.

3.3. Automatic Termination. This Agreement shall terminate automatically if the Lessee fails to pay any monthly rental payment, or if Lessee commits any of the Prohibited Acts listed in clause 10 below. Upon automatic termination, Lessee must return the Instrument to Lessor. Rent shall continue to accrue until all items on Schedule A are returned to Lessor's reasonable satisfaction. All outstanding amounts shall be due and payable upon automatic termination. Lessee shall not be entitled to any pro rata reduction in outstanding rent upon automatic termination.

4. Lessor's Responsibilities. Lessor agrees to provide basic and standard repairs and adjustments of the Instrument as needed for normal wear and tear. Lessor shall replace parts, strings, rosin, and other components as needed in Lessor's sole discretion, at no additional cost to Lessee, provided Lessee is current on its rental payments. If repairs require more than a reasonable amount of time to complete, Lessor shall provide Lessee with a substitute instrument of similar size and quality, subject to availability. Lessee's use and possession of such substitute instrument shall be subject to this Agreement until returned to Lessee.

5. Lessee's Responsibilities. Lessee agrees to clean and care for the Instrument, and keep the Instrument locked or otherwise secured in a safe location at all times when the Instrument is not in use. Lessee agrees to clean the Instrument of excess rosin daily, using a dry, non-abrasive cloth. Lessee agrees to loosen bow hair and store the Instrument in its protective case when not in use. Lessee agrees to return the Instrument in the same or better condition as they received it, except for normal wear and tear as determined in Lessor's reasonable discretion, upon termination of this Agreement for any reason.

6. Lessee's Liability. Lessee shall be wholly liable for all damage to or loss of the Instrument while in Lessee's custody or care. In the event Lessee becomes liable for total loss of the Instrument, Lessee agrees to pay Lessor liquidated damages equivalent to the cost to Lessor to replace the Instrument with an instrument of similar quality at prevailing market rates. To the extent Lessee has insurance covering damage or loss to the Instrument, Lessee expressly agrees to subrogate Lessor or Lessor's insurer to that portion of any insurance claim covering such damage or loss.

7. Lessee to Insure. At Lessor's option, Lessor may require Lessee to obtain an insurance policy from a reputable insurer in an amount sufficient to cover the total loss of the Instrument. Lessee shall designate Lessor as an additional insured and loss payee in the insurance contract. Lessee shall further provide Lessor with a copy of all insurance documents relating to the insurance obtained pursuant to this clause.

8. Lessor's Liability. For any claim, controversy, action, or dispute arising out of or in connection with this Agreement, Lessor's total liability shall be limited to an amount equivalent to two (2) months' rent as set forth herein.

9. Specific Performance. Lessee agrees that, if Lessee fails to

return the Instrument within a reasonable time upon termination of this Agreement for any reason, Lessor shall be entitled to demand, at Lessor's election, specific performance of this Agreement, without bond, requiring Lessee to return the Instrument. This remedy is cumulative and not exclusive of any other legal or equitable remedy Lessor may have under this Agreement. If Lessee fails to return the items on Schedule A within a reasonable time, Lessee further agrees to pay any costs and reasonable attorneys' fees incurred by Lessor in its efforts to recover possession of the items on Schedule A.

10. Store Credit. Lessee may apply one hundred percent (100%) of rents paid for the first twelve (12) months of this Agreement, and fifty per cent (50%) of rents paid thereafter, as store credit toward the purchase of an instrument and/or bow from Lessor's inventory. Store credit shall expire twelve (12) months from the termination date of this Agreement. Lessor may deduct from Lessee's store credit amounts required to repair or restore the Instrument to its condition prior to this Agreement due to damage that exceeds normal wear and tear. Store credit is nontransferable and noncumulative across different Instruments. By way of example only, a Lessee who rents three instruments may not apply all accumulated store credit toward the purchase of one instrument. Store credit may only be applied to similar instruments, i.e., store credit accumulated from rental of a violin may not be applied to the purchase of a cello. Redemption of store credit is expressly conditioned on Lessee's being current, and not delinquent or in default of, all accounts and all amounts owed to Lessor under this Agreement or any other agreement between the Parties; and on Lessee being fully compliant with, and not in breach of this Agreement. Store credit is not redeemable for cash.

11. Prohibited Acts. Any of the following acts are Prohibited Acts which, if committed by Lessee while Instrument is in Lessee's custody or control, shall constitute a material breach of this Agreement causing immediate and automatic termination hereof.

Lessee shall not:

11.1. Sell, sublease, mortgage, pawn, pledge, encumber, loan, or otherwise dispose of or alienate the Instrument;

11.2. Allow any person or entity other than the Lessor to make or authorize repairs to the Instrument or replace its component parts**;**

11.3. Allow the Instrument to be exposed to the natural elements, including, but not limited to, extreme heat or cold, for more than a minimal time;

11.4. Leave the Instrument in a motor vehicle while not in operation for more than minimal time, unless the Instrument is secured in a locked trunk;

11.5. Fail to store the Instrument in its protective case in any location while not in use for more than minimal time;

11.6. Put the Instrument in any situation or condition that a reasonable person would understand would risk damage to the Instrument, such as, though not limited to, leaving the Instrument within reach of infants, toddlers, or pets; leaving the Instrument in a driveway or in close proximity to a motor vehicle; exposing the Instrument to an open flame or other source of intense heat; exposing the Instrument to excessive humidity and/or liquids of any kind, etc.;

11.7. Leave the Instrument unsupervised and unsecured in any location other than Lessee's home, whether or not in its protective case. Lessee may lock the Instrument in a school locker or the like, provided the locker is secured with a keyed or combination padlock or similar locking device.

12. Costs and Attorneys' Fees. Lessee agrees to pay any and all costs and reasonable attorneys' fees incurred by Lessor in Lessor's efforts to enforce its rights under this Agreement.

13. Governing Law, Forum and Venue. This Agreement, its interpretation, and any controversy, claim, or dispute arising hereunder or related hereto, shall be governed by the laws of the Commonwealth of Kentucky, notwithstanding any principle of conflict of laws. Any claim, controversy, or dispute arising under or relating to this Agreement shall be brought in the state and/or federal courts located in Jefferson County, Kentucky, and the Parties irrevocably submit to their exclusive jurisdiction for the resolution of any such claim, controversy, or dispute.

14. Entire Agreement. This Rental Agreement constitutes the entire agreement of the Parties as to the subject matter hereof. It replaces all previous or concurrent express or implied agreements, whether oral or written.

The Parties hereto have caused this Consignment Agreement to be executed by their respective signatures as of the Effective Date.

Lane & Edwards Violins (Lessor)
By: _____
Name: **Matthew B Lane**
Title: **Owner** _____
Date: _____

Lessee
By: _____
Name: _____
Date: _____

Lane & Edwards
VIOLINS

LOUISVILLE, KY

Full Size Instrument Rental Agreement

Today's Date____/__/_____

Responsible Party

Name_____

Student's Name(s)_____

Address_____

City, State, Zip_____

Home Phone_____

Cell Phone_____

E-Mail_____

First Recurring Payment Date: ____/____/____

Full Sized Instruments:

	☐ Violin	☐ Viola	☐ Cello	☐ *Bass
Rental Payment	$24.00	$24.00	$50.00	$60.00
Maintenance	$5.00	$5.00	$8.00	$15.00
Sales Tax	$1.74	$1.74	$3.48	$4
Total	$30.74	$30.74	$61.48	$79.50
First Payment (2 Month Deposit)	$61.48	$61.48	$122.96	*$477.00

*Bass Rentals require a 6 month deposit

Next payment due 2 months from start date, on the 1st or 15th of the month.

****

Select your Payment Preference:

□ **Direct ACH Draft** ACH–Acct.# _____ Routing:_____

□ **Credit or Debit Card -** All Credit Card Transactions will reflect a 3% processing fee.

Card #: _____ Exp.: _____ CVV: _____

By submitting this information, you authorize Lane & Edwards Violins, LLC to bill you according to the contract terms

Lessee/Renter **X**_ _

Dear Customer,

Congratulations! Thank you for choosing Lane and Edwards Violins for your stringed instrument needs. The above schedule includes expectations for each rental category. Please fill out all indicated fields, including payment information**. Please note that checks may only be used for initial payments.** Your first payment will reflect our two-month rental deposit (i.e., violin/viola $40.36, cello $80.52). After the initial two months, billing will resume at the normal monthly rate. **If at any point you wish to terminate your rental contract, please return the instrument to our Wallace Avenue location in order to end your billing promptly.** Any rental instruments returned to the school are not guaranteed to be removed from your account before the next billing period.

If you have any questions, feel free to email matt@violinsoflouisville or call 502-690-5908 any time. Thank you again for choosing Lane and Edwards!

Please fill out completely. E-mail to matt@violinsoflouisville.com
or mail to 315 Wallace Avenue Louisville, KY 40207.
Instrument delivery available once your completed contract is received.

Lane & Edwards
VIOLINS

LOUISVILLE, KY

Fractional Instrument Rental Agreement

Today's Date___/____/_____

Responsible Party

Name_____

Student's Name(s)_____

Address_____

City, State, Zip_____

Home Phone_____

Cell Phone_____

E-Mail_____

First Recurring Payment Date: ____/____/____

Fractional Sized Instruments:

	☐ Violin	☐ Viola	☐ Cello	☐ *Bass
Rental Payment	$14.00	$14.00	$30.00	$50.00
Maintenance	$5.00	$5.00	$8.00	$10.00
Sales Tax	$1.14	$1.14	$2.28	$3.60
Total	$20.18	$20.18	$40.28	$63.60
First Payment (2 Month Deposit)	$40.36	$40.36	$80.52	*$381.6

*Bass Rentals require a 6 month deposit

Next payment due <u>2 months</u> from start date, on the <u>1st</u> or <u>15th</u> of the month.

****

Select your Payment Preference:

☐ **Direct ACH Draft** ACH–Acct.# _____ Routing:_____

☐ **Credit or Debit Card -** All Credit Card Transactions will reflect a 3% processing fee.

Card #: _____ Exp.: _____ CVV: _____

By submitting this information, you authorize Lane & Edwards Violins, LLC to bill you according to the contract terms

Lessee/Renter **X**_ _

Dear Customer,

Congratulations! Thank you for choosing Lane and Edwards Violins for your stringed instrument needs. The above schedule includes expectations for each rental category. Please fill out all indicated fields, including payment information**. <u>Please note that checks may only be used for initial payments.</u>** Your first payment will reflect our two-month rental deposit (i.e., violin/viola $40.36, cello $80.52). After the initial two months, billing will resume at the normal monthly rate. **<u>If at any point you wish to terminate your rental contract, please return the instrument to our Wallace Avenue location in order to end your billing promptly.</u>** Any rental instruments returned to the school are not guaranteed to be removed from your account before the next billing period.

If you have any questions, feel free to email matt@violinsoflouisville or call 502-690-5908 any time. Thank you again for choosing Lane and Edwards!

Please fill out completely. E-mail to matt@violinsoflouisville.com or mail to 315 Wallace Avenue Louisville, KY 40207.

Instrument delivery available once your completed contract is received.