

# THE REPAIR SHOP

2321 E. Mulberry, #4  
Fort Collins, CO 80524  
970-493-2806

Agent of Hill Music Company

**BILLING INQUIRIES  
& PAYMENTS  
1-800-442-2444**

# LEASE PURCHASE AGREEMENT

Location: \_\_\_\_\_ Agreement Date: \_\_\_\_\_ Account Number: \_\_\_\_\_

## 1. CUSTOMER BILLING INFORMATION/CREDIT APPLICATION (All information must be completed in full and signed at bottom)

**PLEASE PRINT**

PARENT/GUARDIAN/CUSTOMER \_\_\_\_\_  
(FIRST, MI, LAST)

SOCIAL SECURITY # \_\_\_\_\_ EMAIL \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ PO BOX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE # ( ) - \_\_\_\_\_ WORK PHONE # ( ) - \_\_\_\_\_

SPOUSE'S NAME \_\_\_\_\_ CELL PHONE # ( ) - \_\_\_\_\_

CHILD'S FULL NAME \_\_\_\_\_ SCHOOL (NAME) \_\_\_\_\_  
School Code: \_\_\_\_\_ Office Use Only

NAME - NEAREST RELATIVE (NOT LIVING WITH YOU) \_\_\_\_\_ PHONE # ( ) - \_\_\_\_\_

I understand that this lease program is an issuance of credit and that all agreements are subject to credit approval. We reserve the right to review your credit history by credit report. This agreement does not constitute a binding contract until accepted by **Hill Music** at its corporate office. **Hill Music** is a member of the Advantage Credit Bureau.

## 2. INSTRUMENT DESCRIPTION

Instrument \_\_\_\_\_

Value \$ \_\_\_\_\_ Make \_\_\_\_\_

Model \_\_\_\_\_ Serial Number \_\_\_\_\_

New  Premium Rental Return  Used

## 3. INITIAL LEASE PERIOD

**INITIAL LEASE PERIOD:** Initial Lease Period is Contract Agreement Date (above) through \_\_\_\_\_. After the Initial Lease Period you may continue to lease the instrument, exercise your early termination rights or purchase the instrument. By making a payment after the Initial Lease Period, you are exercising your right to continue to lease the instrument.

Total Initial Period Payment \$ \_\_\_\_\_ plus Sales Tax of \_\_\_\_\_ %.

## 4. PURCHASE OPTION AT END OF INITIAL LEASE PERIOD

You have an option to purchase the leased property at the end of the Initial Lease Period by:

(a) **Monthly Payment Option:** By making a minimum monthly payment of \$ \_\_\_\_\_ plus sales tax of \_\_\_\_\_% until balance is paid in full. The estimated lease payments, including the Initial Lease Period, total \$ \_\_\_\_\_ plus sales tax of \_\_\_\_\_%. By choosing the Monthly Payment Option, this agreement includes finance charges calculated at **0% A.P.R.** The dollar amount of finance charges associated with this agreement are **\$0.00**.

(b) **Early Purchase Option:** At any time during the term of this agreement you may buy out the leased property at a **20%** discount. You will own the leased property by making a payment of 80% of the remaining balance plus sales tax at the rate indicated in 4(a).

Upon completion of either option, you will own the leased property.

**Other important Terms:** See reverse for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

As used in this agreement, the terms (i) "you" and "yours" means the person signing below as lessee; (ii) "we", "us", and "our" means the lessor; and (iii) "property" means the musical instrument shown above.

## 9. ACKNOWLEDGEMENT / NOTICE

You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Lessee: \_\_\_\_\_

**X**

Lessor - Hill Music Company

## 5. OPTIONAL MONTHLY MAINTENANCE & REPAIR (In addition to monthly payment)

Initial here \_\_\_\_\_ if you **ELECT TO PURCHASE** the optional Monthly Maintenance & Repair coverage at a cost of \$5.95 per month during the term of this agreement.

Initial here \_\_\_\_\_ if you **DECLINE** the optional Monthly Maintenance & Repair coverage and agree to pay Hill Music Company for all repairs, losses, and damages to the extent allowed under this agreement. (Normal wear and tear excepted)

## 6. EASY PAYMENT OPTIONS

I authorize **Hill Music** to initiate electronic entries to debit my account:

Checking Account (Attach voided check)  Debit Card/Credit Card (Complete credit card info below)

Payment Selection Date  
 5th  10th  15th  20th  25th

This authority is to remain in full force and effect until **Hill Music** has received written notification from me of its termination in such time and manner as to afford **Hill Music** a reasonable opportunity to act on it.

## 7. CREDIT CARD INFORMATION

Visa  MC  Disc  AmExp Exp. \_\_\_\_/\_\_\_\_

CVV# \_\_\_\_\_

## 8. RECEIPT

Initial Payment \_\_\_\_\_

Initial Tax \_\_\_\_\_

Initial Maintenance & Repair \_\_\_\_\_

Subtotal # 1 \_\_\_\_\_

Book # \_\_\_\_\_ \$ \_\_\_\_\_

Book # \_\_\_\_\_ \$ \_\_\_\_\_

Care Kit # \_\_\_\_\_ \$ \_\_\_\_\_

Music Stand # \_\_\_\_\_ \$ \_\_\_\_\_

Accessories # \_\_\_\_\_ \$ \_\_\_\_\_

Accessories # \_\_\_\_\_ \$ \_\_\_\_\_

Subtotal \_\_\_\_\_

Tax \_\_\_\_\_

Subtotal #2 \_\_\_\_\_

**Subtotal #1 + #2 = TOTAL DUE NOW** \_\_\_\_\_

**DELIVERY DATE** \_\_\_\_\_

MONTHLY PAYMENT OF \$ \_\_\_\_\_ WILL BEGIN \_\_\_\_\_

Check  Cash  Credit Card

Credit History: You authorize Hill Music to check your credit history.

Insurance: The following types and amounts of insurance will be acquired in connection with this lease: None

Standards for Wear and Use: The following standards are applicable for determining unreasonable or excess wear and use of the leased property: satisfactory playing condition and no significant cosmetic damage.

Exchange Privilege: You may exchange the instrument referred to in this Agreement, provided the Agreement is not in default. You will be granted a credit towards the Lease Purchase of a beginning level brasswind, woodwind or school percussion instrument, up to 100% of the first 12 Lease Payments paid. This exchange privilege only applies to an exchange for the use of the student for whom the original instrument under this Agreement was intended.

Unlimited Return Option/Early Termination: After the Initial Lease Period, you may terminate this Lease by voluntarily returning the instrument and accessories (mouthpiece, mouthpiece cap, ligature, practice pad, stand, etc.) to us at any Hill Music store in good repair, ordinary wear and tear excepted, along with payment of any past due payments, fees or other charges due Hill Music through the date the instrument is returned to us. After the Initial Lease Period, you have no legal obligation to continue to make the monthly payments set forth herein. You are financially responsible for the musical instrument until it has been returned to any Hill Music store and receive a receipt for it. If you cannot get to a Hill Music location, please call our Business Office at 1-800-442-2444 for return instructions. The charge for such early termination is: None.

Maintenance: You are responsible for maintaining the instrument in good condition. If the instrument is lost, stolen, destroyed or damaged, you shall be liable for the outstanding balance due Hill Music Company under this agreement or the cost of repair, as reasonably determined by us, whichever is less. The total liability will not exceed the price you would pay to exercise the purchase options. You are responsible for returning the instrument in good condition, ordinary wear and tear excepted. You are responsible for maintaining and servicing this instrument.

NOTICE: THIS AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, A MAINTENANCE AND REPAIR COVERAGE OPTION TO COVER YOUR RESPONSIBILITY

FOR DAMAGE TO THE PROPERTY. BEFORE DECIDING WHETHER TO PURCHASE THE LIABILITY DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER

YOUR OWN HOMEOWNER'S OR CASUALTY INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL PROPERTY, AND THE AMOUNT OF THE

DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE, THE PURCHASE OF THIS LIABILITY DAMAGE WAIVER IS NOT MANDATORY AND MAY BE DECLINED.

The optional Repair and Maintenance coverage will cover repairs to the instrument or replacement due to accidental damage, loss from fire, or burglary. In the event of a total loss from accidental damage, fire or burglary, we will replace your instrument with one of comparable quality, condition and value, as determined by us. All Lease Payments up to the time of replacement and all Lease Payments as required by this Agreement will be applied towards the price or Lease of the replacement instrument. This coverage will be void if you are in default of this agreement. Your payments must be current.

The optional Maintenance and Repair coverage excludes: general cleaning, replacement of expendable items such as reeds, oils, ligature, drumsticks, etc.; restoration of finishes, any instruments other than the ones listed on this Agreement; reimbursement for services or parts obtained from sources other than Hill Music Company without our prior approval; removal of scratches and minor dents, damage done by unskilled persons attempting repairs; malicious damage or destruction by owner; mysterious disappearance; vandalism; abandonment of the property or any other damage intentionally caused by you or any person who uses the instrument with your permission, or that results from the willful and wanton misconduct of you or the person who uses the instrument with your permission; loss or damage to the instrument caused by moisture (in places where moisture does not occur naturally during normal use of the instrument). In the event that the loss referred to in this paragraph tends to indicate a crime may have been committed, file a report to the proper law enforcement authorities and furnish us with a copy.

Application of Payments: Payments will be applied first to return check charges, late fees and any other charges and then to Lease Payments. Payments are applied to past due payments first and then to current payments.

Late Payments: The charge for late payment is \$5.00 for any monthly rental payment that is ten (10) days or more past due. The \$5.00 per month late charge will continue to be added for each month's rental payment that is more than ten days past due.

Service Charge: There will be a \$30.00 service charge on all returned checks.

Federal Truth in Lending Disclosure: You agree to pay at least the payment per #4 by the payment due date. You have until the next payment due date to pay the new balance.

Default: We may terminate this lease before the end of the lease term under the following conditions: If you fail to pay any monthly payment when due; if any bankruptcy or insolvency proceeding is commenced by or against you; or if you violate any promise or covenant in this Agreement, you will be in default. If you are in default we may, upon demand, require you to immediately pay the entire balance of your debt to us, return your musical instrument, or both. We may also exercise other legal rights. You will be liable for any deficiency balance to the extent permitted by law, and reasonable attorney's fees, court costs, and collection agency fees.

Ownership: We retain a security interest in the property described in Paragraph 2 for the purpose of enforcing our rights under this contract. We are and shall remain the owner of the musical instrument at all times until you have exercised your option to purchase the musical instrument. If this Agreement is terminated, we have the right to take possession of the musical instrument. You agree to make the musical instrument available to us without delay and to permit us to retake possession of the musical instrument.

Location: Lessee agrees that the instrument will be primarily located at Lessee's address stated on this agreement. The Lessee will be in default of this agreement if they fail to advise Hill Music Company promptly of a change in their address.

Termination: If this agreement is terminated, you agree to promptly return the musical instrument to us in good working order and condition (ordinary wear and tear accepted). No Lease Payments will be refunded to you once the musical instrument is delivered and has been played.

Repossession: . If you do not make the payments required pursuant to this Agreement, we may take possession of the instrument wherever found except upon the Lessee's premises with or without the knowledge of the Lessee. Any reasonable collection and/or repossession fees shall be the responsibility of the Lessee.

General Provisions: You understand that (a) our waiver or delay in requiring you to keep promises or in enforcing our rights will not affect our ability to require you to keep your promises or to enforce our rights afterwards; (b) notices under this lease must be in writing addressed to the appropriate party at the address shown above, and must be mailed by U.S. Mail, first class postage prepaid, and each party shall notify the other of a change in address; (c) any changes in this lease must be in writing and signed by the party to be bound; (d) you shall not have the right to sell, sublease, mortgage, pawn, pledge, encumber or otherwise dispose of the property until all payments stated herein have been made.

Warranties: If any part of the manufacturer's warranty applies at the time the Lessee acquires ownership, it will be transferred to the Lessee, if allowed by the terms of the warranty. Implied warranties of merchantability and fitness do apply.