

Rent-to-Own Piano Contract with Northwest Piano Service, LLC

Trained technicians of Northwest Piano Service, LLC, offer a wide variety of services for piano care, including but not limited to: tunings, evaluations, repair, maintenance, rentals, and sales. Northwest Piano Service wants you as its client to "Enjoy playing your piano again."

This document describes the process of renting a piano and the binding contract between parties: you as our client (henceforth referred to as "I") and Northwest Piano Service, LLC, (henceforth, referred to as NWPS).

I. SUMMARY OF BENEFITS

A. Monthly rental includes the cost of delivery, annual tuning (beginning at the sixth month of rental), and maintenance of the piano, as long as I adhere to a 6-month minimum rental and abide by the warranty agreement.

B. My monthly rental payments will be automatically billed to my credit/debit card for 6 months, at which point I can continue renting on a month-to-month basis. <OR> My 1 year contract will be automatically billed to my credit/debit card month to month for 12 months, at which point I can continue renting on a month-to-month basis or continue by yearly contract at the discount rate.

C. I may choose my piano through the great selection available to me from the rental fleet at NWPS, and NWPS will deliver it to my residence within two weeks or less.

D. After 3 years (36 completely paid rental months), I may either: 1) own this piano outright, or 2) apply 50% of my total rental fees toward the purchase of another piano from NWPS (see "Trade-Up Clause").

E. Should I choose not to own it, NWPS will remove my rental piano from my residence, at no extra charge, after I have met the 6-month minimum rental.

F. NWPS warrants the piano will be fully functioning (see "Warranty" for details) during the entirety of the rental agreement.

II. BILLING

A. I authorize NWPS to automatically charge my credit or debit card each month the piano is in my residence. I understand I will be billed for a minimum of 6 months from the signing date of this monthly contract <or> billed monthly for a 1 year contract.

B. As long as the piano has not yet been delivered or is not yet in process of being delivered, I may cancel this contract at no penalty.

C. Upon delivery of the piano, I will sign up with NWPS and be billed my 1st month's rent. Subsequent rent will be due and automatically billed PRIOR to that month's rental.

D. My billing information will be kept on file in a secure location at NWPS. It will be used only for the purposes of this contract and will not be shared with any third party.

E. I understand that the minimum charge of rental will be 6 months (at the current monthly rate). If I violate the terms of this contract, I will immediately be charged the difference of what I have previously paid and the remainder of the 6 month balance, and the piano may be picked up by NWPS at their convenience.

F. If, after meeting the 6-month minimum requirement, I choose not to rent and end this contract instead, I agree to give NWPS at least 15 days notice for the removal of the piano from my residence. If I do not give 15 days' notice, my credit/debit card will be charged the equivalent of one more month's rent (about \$75).

G. I promise to tell NWPS if any of my billing information changes, such as but not limited to my credit/debit card number.

H. If my credit/debit card is declined at the time of my monthly billing cycle, I will incur a \$30 charge. NWPS will do its best to contact me by phone and/or email. After 10 days, my credit/debit card will be billed again. After two declines, this contract goes into default, and I agree to pay a \$75 charge in addition to the remaining balance of the rental payments owed.

I. If rent is more than 20 days past due, without payment arrangements being worked out with a NWPS employee, I agree NWPS may pick up the piano at their convenience. I agree to pay the \$75 charge and the remaining balance of rental payments in full.

J. If I default on rental payments before this contract's completion at 36 months or before its termination as arranged by me, I may not claim any of the provisions of the warranty nor the trade-up clause. The piano will be removed by NWPS and remain the sole property of NWPS, and the warranty and trade-up clause will be null and void.

III. DELIVERY

A. NWPS agrees to deliver the fully functional, pre-tuned piano that I have selected from their rental fleet to my place of residence (a \$450 value) at no extra charge.

B. Basic delivery includes locations within the greater Salem-Keizer area, which is defined as within the boundaries of Marion, Polk, Linn, or Benton Counties. (Delivery outside of these four counties is limited and subject to additional fees. Contact Matt Hirschfelder, Owner/Lead Technician for details.)

C. Basic delivery is defined as moving the piano from a NWPS business location to your paved-entry, ground-level residence, with no more than 3 steps and no sharp turns into the residence. Additional delivery rates apply for flights of stairs and for additional professionals required to deliver the piano (contact Matt Hirschfelder for details).

D. I agree to disclose information about my residence PRIOR to delivery of this piano in order to prepare NWPS employees for a successful delivery. If NWPS determines that the move is too difficult to undertake, I understand my 6-month minimum obligation of this contract will be lifted. However, if moving of the piano has already commenced, I must pay a charge of \$75 to compensate NWPS employees for their time and energies. (NOTE: It may be possible to substitute a different piano to successfully make the move. Please ask Matt Hirschfelder for details.)

E. I agree to verify that my place of residence is: a) owned by me, b) rented by me, or c) the person I am living with can verify ownership or rentership of my residence and that person agrees to have the piano delivered by NWPS in the agreed-upon particular space (*signature is required). I will provide an Oregon driver's license or state-issued Oregon ID card as proof of my residence, or, if I am a current university/college student within the State of Oregon, I will provide current university/college ID. If I am a renter, including but not limited to being a university/college student, I assume all responsibility to verify my authority to receive a rental piano onto the premise in which I reside, and I agree not to arrange delivery of a NWPS piano until permission has been granted by the owner/administrator of my residence. If I have received written permission from a facility administrator providing a copy of the permission to NWPS would be greatly appreciated.

IV. WARRANTY

A. NWPS agrees that all parts of this piano will be functional and work according to factory specifications for 3 years from the signing of this contract.

B. NWPS will annually tune (beginning with the 6th rental month) and maintain this piano from the date of its delivery until it becomes mine (at the completion of my fully paid

rental contract of 36 months) --or-- from the date of its delivery to the date of its removal from my residence, whichever comes sooner.

C. I agree that NWPS will be the only service company for this instrument.

D. If there is a repair needed, I will contact NWPS in a timely manner and will exercise due diligence to permit only NWPS technicians to work on this piano.

E. If I or other people or pets in my place of residence damage this piano, due to negligence, accident, or vandalism, I know this warranty will be null and void.

F. I will do my best to provide proper care for this rental piano, and I agree to communicate honestly about any causes of malfunction, of which I am aware, with NWPS technicians.

G. If I suspect the piano has been damaged, I will immediately let Matt Hirschfelder know so that he may determine if damage has occurred. I understand I may be subject to an evaluation fee of \$75 for Matt to determine damage, whether or not damage is found, but that Matt will waive that fee if the damages found are covered under warranty.

H. I agree this piano will remain in its delivered location for the ENTIRE duration of this rental. If it must be moved, for any reason, I will do my best to give 15-days notice to NWPS employees to make the move. I understand I may be subject to a moving fee of \$75, but Matt Hirschfelder may waive that fee if it helps protect the instrument from harm.

I. I will exercise due diligence to ensure that this piano is not moved from its delivered location. If, beyond my control, the piano is moved by any person other than a designated NWPS employee or NWPS subcontractor, I will immediately let Matt Hirschfelder know so that he may determine if damage has occurred. I understand I may be subject to an evaluation fee of \$75 for Matt to determine damage, whether or not damage is found, but that Matt may choose to waive that fee if the best interest of both parties can be reached.

J. Should I damage this piano, for any reason, I agree to pay full repair rate of the piano or to buy the piano outright for its remaining balance of the 36-month rent-to-own contract, whichever is less.

V. TUNING

A. NWPS will provide an annual tuning included with this rental contract.

B. The tuning is available to me beginning as early as 6 months after the signing of this contract.

C. I will schedule my annual tuning with NWPS, at 541-371-8863, sometime between the 6th and 12th months of rental. Subsequent annual tunings will be scheduled a year from date of the first included tuning.

D. I understand that additional event or concert tunings will be my responsibility to pay.

VI. TRADE-UP CLAUSE

A. If, at any time after the 6-month minimum rental, I would like to purchase a piano from NWPS, I may apply 50% of my accumulated rental fees toward such a purchase. For example, if I have rented a piano for 8 months and paid \$600 in rental fees, I may apply \$300 toward the purchase of a piano available through NWPS. (Delivery and tuning fees of the purchased piano fall under the purchase agreement and are not covered under this rental contract.)

B. For each delivered piano to my residence, I must sign a NEW rental contract with NWPS. The rent-to-own accumulation of rental fees starts fresh with each different piano in my residence--that is, fees paid toward a previous rental piano do not apply toward the "Trade-Up Clause."

VII. WITHDRAWAL FROM CONTRACT

A. After the 6-month minimum rental, to terminate this agreement, I promise to give at least 15-days notice to NWPS to remove the piano from my place of residence.

B. If I violate ANY of the terms of this agreement, the piano covered in this contract will remain the sole property of NWPS and any payments I have made belong to NWPS for the rental costs of said piano. The piano will be removed from my residence, the warranty will be null and void, and I will not have any access to the trade-up clause included in this contract.

C. In the event it is necessary to enforce any of the terms of this contract, or it becomes necessary for NWPS to locate or recover the piano covered in this contract, I agree to pay any and all fees and costs incurred, whether or not litigation is necessary.

VIII. CONTACT INFORMATION & SIGNATURES

Please sign this in the presence of your NWPS representative:

I, _____ [print name], certify that I am at least 18 years old and enter into this contract of my own volition. I promise to inform NWPS of any changes to my contact and/or residence information.

ADDRESS: _____ CITY: _____ OR, ZIP: _____
PHONE: _____ EMAIL: _____
ALT. PHONE: _____ Circle one: Cell/Work/Other (list): _____

3rd Party facility manager contact information:

ADDRESS: _____ CITY: _____ OR, ZIP: _____
PHONE: _____ EMAIL: _____
ALT. PHONE: _____ Circle one: Cell/Work/Other (list): _____

I have completed and provided the Recurring Credit Card Payment Authorization form _____

CLIENT SIGNATURE: _____ DATE: _____

Contact information: Owner

Matt J. Hirschfelder, Owner/Lead Technician

503-371-8863

Northwest Piano Service LLC
Shop address:

4742 Liberty Rd S #281, Salem, OR 97302-5037
39841 Stayton Scio Rd, Scio, OR 97374