

# Blackbird Music Rentals - Agreement Form

18911 East San Tan Blvd. #121 • Queen Creek • AZ 85142  
480.677.4159 • www.blackbirdmusicrentals.com

Student Name \_\_\_\_\_

School \_\_\_\_\_ Grade \_\_\_\_\_

Instrument \_\_\_\_\_ Size \_\_\_\_\_

Brand \_\_\_\_\_

Serial # \_\_\_\_\_

Renter Full Name \_\_\_\_\_ DOB \_\_\_\_\_

Spouse's Full Name \_\_\_\_\_ DOB \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell \_\_\_\_\_ e-mail \_\_\_\_\_

Employer \_\_\_\_\_ Work Phone \_\_\_\_\_

Spouse's Employer \_\_\_\_\_ Work Phone \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CSC \_\_\_\_\_  
3-digit Code

Person's Name on Credit Card \_\_\_\_\_

CC Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(If different than above)

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

## POLICY & AGREEMENT

### Rental Policy

Our agreement is on a month-to-month basis. There are NO long term contracts! Rates are locked in. 100% of your rent applies to the purchase of an upgraded brand new instrument minus tax and insurance. There is 100% Insurance Coverage - on everything! Insurance is included in the price. Return at any time and your obligation is over.

### Payment

Blackbird accepts Credit and Debit Cards only for Rental Agreements. Your first month's rent and accessories can be paid by check or cash. Each month thereafter your card will be charged for the rental price until you return the instrument to Blackbird. Rental fees are non-refundable.

### Equity

All monthly rental rates minus tax and insurance may be applied to the purchase of an upgraded new band or orchestra instrument of the same type. This applies to a continuous monthly rental only.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Today's Date

Your account will be charged on this day each month.

I certify that the information on this form is correct. I agree to the Policies & Terms & Conditions on the front and back of this form and approve the automatic payment charges each month.

## FOR OFFICE USE ONLY

### Monthly Charge

Monthly Rental Rate (equity) \_\_\_\_\_

Monthly Insurance \_\_\_\_\_

Monthly Taxes \_\_\_\_\_

**Total Monthly Charge** \_\_\_\_\_

### One-Time Charge (Tax included)

Music Books \_\_\_\_\_

Care Kit \_\_\_\_\_

Accessories \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

Notes: \_\_\_\_\_

**Rented by:** \_\_\_\_\_

**RETURN INSTRUMENTS TO BLACKBIRD MUSIC & ART CENTER ONLY**

# Blackbird Rental Agreement Terms & Conditions

## Rental Policy

Instrument rentals are on a month-to-month basis. Rates are locked in and will not increase during the length of agreement.

Insurance coverage includes all parts and repairs necessary along with any accidental damage or theft of the rental instrument. Finish flaws, which do not affect the playability of the rental instrument, need not be repaired and are not the customer's liability. Repairs are not to be made by the renter. Return the instrument to Blackbird for an exchange instrument for one of equal quality.

In case of loss or theft, renter must report the incident within 72 hours to law enforcement authorities. A copy of the police report must be provided to Blackbird. Police report must include type, brand and serial number of stolen rental instrument with Blackbird listed as owner. Blackbird will issue another rental instrument when documents are submitted.

Renter is bound by the terms & conditions of this agreement with or without signature. Renter must notify Blackbird of any change of address, phone number or credit/debit card information. The rental instrument will remain the property of Blackbird even in the event of renter's bankruptcy.

## Equity

Equity credit is defined as total rent paid less tax and insurance. Renter will receive equity credit towards the purchase of a new upgraded instrument of the same type currently renting. (Rental instruments are not for sale.) Instrument selection will be a choice by renter from Blackbird's product line inventory, with selling price being determined by the current manufacturers suggested retail price, Equity credit from more than one rental agreement may not be applied to a single purchase. Equity credit is not transferable and must be used within 30 days of rental instrument return. Equity credit does not give the Renter an ownership interest in the instrument rented. In the event of default by Renter in fulfilling the terms of this Agreement, all equity credit is forfeited.

## Returns

Renter may return the instrument at any time to Blackbird and this agreement will terminate. Renter will be fully responsible for the instrument and its return to Blackbird Music and Art Center - 18911 E. San Tan Blvd. in Queen Creek. Upon return, all rental fees paid will be considered as rent and not equity credit. Rental fees are non-refundable.

If the rental instrument is not returned to Blackbird and no effort is made by renter to communicate with Blackbird in reference to the rental property and/or delinquent rental fees due, Blackbird shall have the right to take possession of rental property with or without any legal process or notice. Any collection, repossession fee, and/or attorney's fees incurred by Blackbird in repossession of Blackbird's rental property will be at the renter's expense.

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### **Arizona Revised Statutes - Title 13 Criminal Code - Section 13-1806 Unlawful failure to return rented or leased property; notice; classification**

A. A person commits unlawful failure to return rented property if, without notice to and permission of the lessor of the property, the person knowingly fails without good cause to return the property within seventy-two hours after the time provided for return in the rental agreement.

B. If the property is not leased on a periodic tenancy basis, the person who rents out the property shall include the following information, clearly written as part of the terms of the rental agreement:

1. The date and time the property is required to be returned.

2. The maximum penalties if the property is not returned within seventy-two hours of the date and time listed in paragraph 1.

C. If the property is leased on a periodic tenancy basis without a fixed expiration or return date the lessor shall include within the lease clear written notice that the lessee is required to return the property within seventy-two hours from the date and time of the failure to pay any periodic lease payment required by the lease.

D. It is a defense to prosecution under this section that the defendant was physically incapacitated and unable to request or obtain permission of the lessor to retain the property or that the property itself was in such a condition, through no fault of the defendant, that it could not be returned to the lessor within such time.

E. Unlawful failure to return rented or leased property is a class 1 misdemeanor.