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8. PORTMAN'S EXTENDED SERVICE AND MAINTENANCE POLICY: Your service policy provides parts and labor necessary to maintain the Instrument in proper playing condition. In the event the Instrument is damaged or deteriorates in performance for reasons other than misuse, you will repair and regulate the Instrument at no charge. You shall make periodic inspections of the Instrument for needed repairs and/or evidence of abuse. You will perform at my request, preventative maintenance inspections of the Instrument at any time during the term of this Agreement. Any necessary repairs shall be performed at your service center or by your qualified representative. This policy does not cover drum heads, sticks, accessories such as reeds, oils, etc. or damage caused by repairs attempted by anyone other than you. Exterior finishes or cosmetic repairs are not covered. Normal repairs are covered by the policy; however, repairs made necessary by misuse or abuse shall be at my expense. All repair work must be done by you. The Instrument will be replaced with one of equal value if it is destroyed by fire provided reasonable proof is presented to you or if it is stolen through forcible entry provided the theft is reported to the police within 24 hours and a copy of the police report is furnished to you with you listed as Owner. The police report should provide the item's make, model and serial number in addition to its current replacement value. This policy is void if the Instrument is lost or stolen from an unsecured area such as school corridor, street, bus, etc. This policy does not cover abandonment. You reserve the right to limit replacement of an instrument due to theft to one occurrence. The policy is void if payments are not current.

9. DEFERRED DELIVERY: If the Deferred Delivery box is checked on the reverse side hereof, the Instrument will not be shipped to me until the Band Director requests it to be sent. If I elect Deferred Delivery of the Instrument, I understand the Initial Rental Payment constitutes a Deposit for the period from the date of this Agreement until the Instrument is delivered and it will be forfeited if I cancel this Agreement before delivery of the Instrument. I will immediately notify you of any problem with the Instrument upon its receipt.

10. USE OF INSTRUMENT: I agree to use the Instrument solely for educational purposes. I agree that I will keep the Instrument in my possession at my residence address or at the school shown hereon. I will notify you, in advance, if I move, change my telephone number, or if the Student changes schools. I will not remove the Instrument from the county and state of my current residence, unless I have contacted you in advance and obtained your consent to do so. I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of the Instrument, nor permit, nor suffer any lien, encumbrance or charge against the Instrument. If I violate these provisions without your written consent, I will have breached this Agreement, and you will have the right to terminate this Agreement and demand immediate possession of the Instrument.

11. RETURN OF INSTRUMENT: I recognize that I am responsible for returning the Instrument to you. If I want to return the Instrument and terminate this Agreement, I will notify you at least seven (7) days in advance by calling your office (912-354-1500 or 800-241-0101). When I return the instrument, I will get a receipt from you or your authorized representative. In the event of any dispute regarding the return of the Instrument, the presence or absence of a receipt will be conclusive.

12. LOSS OR DAMAGE: I am fully and solely liable for damage to the Instrument, in excess of normal wear and tear, or loss or destruction of the Instrument from any and all causes, including but not limited to theft, vandalism, malicious mischief and mysterious disappearance. You do not provide any Insurance on the Instrument, and I am fully responsible for its safety until it is returned to you. The loss, injury or destruction of the Instrument shall not release me from liability for it. In the event of such damage, loss or destruction, this Agreement will terminate and I agree to pay you the reasonable cost of repair of the instrument. If the Instrument is not returned to Portman's Music for any reason, I shall be liable for the declared value of the Instrument, which if it is used, three-quarters (3/4) of the retail price of a new Instrument, or if new or demo, the current full retail price. If it is in force, Portman's Music Extended Service and Maintenance Policy protects me for any loss or damage, as stated in paragraph 8

13. OTHER CHARGES: I further agree to pay you (i) \$20.00 for each visit you make to my residence or work to collect any payment which I have not paid within fifteen (15) days of its due date; (ii) \$50.00 for each visit you make in an attempt to repossess the Instrument following termination; (iii) \$25.00 or 5%, whichever is greater of any bad check I give to you, plus any charge your bank imposes on you; (iv) any costs you incur in repossessing the Instrument if I do not return it to you upon termination of this Agreement and (v) all costs of collection you incur in collecting any amounts I owe you, including reasonable attorneys fees.

14. YOUR RIGHT TO ENTER AND TAKE POSSESSION: If I do not renew this agreement or it is terminated for any reason, you and your agents are specifically authorized to take possession of the Instrument, wherever found. I agree to pay for all costs, expenses and damages, including reasonable attorney's fees. I understand that withholding or secreting the Instrument following termination of this Agreement, after you have demanded its return, constitutes the crime of "Theft by Conversion".

15. CHANGES IN THIS AGREEMENT : I understand and agree that, should any errors be made in properly filling out this Agreement, Portman's Music will correct the errors and notify me of such changes, and I will be bound to them. I also agree to inform Portman's Music Superstore of any changes in my name, address, phone number and/or any other contact information within ten (10) days after these changes occur.

Please call Portman's Music Superstore at (800) 241-0101 if you have any changes to your contact information.

PORTMAN'S MUSIC DOES NOT BILL FOR PAYMENTS DUE. MY MONTHLY PAYMENTS ARE DUE ON OR BEFORE THE DUE DATE.

IMPORTANT INFORMATION REGARDING THIS CONTRACT

1. All payments should be mailed to: PO Box 15999, Savannah, GA 31416
2. Payments are due every month. See number 3 on the reverse side for the exact date.
3. Automatic draft of your payment is RECOMMENDED. Please call 1-800-241-0101 to set up your account.
4. To terminate this contract, return the instrument to Portman's Music and get a receipt. This contract is not considered terminated until the instrument is in possession of Portman's Music or one of its authorized agents. The school and band director are not affiliated directly with Portman's Music.
5. If the instrument is returned via UPS or similar shipping company, insure it for the full replacement value.

