

LEASE TO LEASE AGREEMENT

(continued from other side)

NOTICE: THIS LEASE TO LEASE AGREEMENT IS REGULATED BY STATE LAW AND MAY BE ENFORCED BY THE ATTORNEY GENERAL OR BY PRIVATE LEGAL ACTION

1. Title to the goods shall at all times be CIC's. Failure to return the goods at the proper time shall constitute conversion, and CIC shall be entitled to any and all remedies for failure of, or late return of, the goods up to the full amount of the most current published price list regardless of age or condition of the instrument. It is the lessee's responsibility to return the goods, on the expiration date, to the lessor at his address. **Instruments 10 days or more late in renewing or returning will be assessed \$5.00 per month late fee.**
2. Lessor warrants, and Lessee agrees and acknowledges that the goods were delivered to Lessee in good and workable condition. No other repair shop may work on this instrument, and any damage due to maliciousness or carelessness shall be fully chargeable to Lessee. In any event, if the instrument is damaged beyond repair, the parties agree the value of the instrument is 70% of the most current published price list regardless of age or condition of the instrument, and Lessee shall be liable for that amount unless Replacement and Extended Maintenance is purchased.
3. Lessor will provide all normal repair work (except malicious or careless damage) on the instrument required to keep it in playing condition for the length of the agreement.
4. Replacement and Extended Maintenance Protection (REMP) may be elected only at the inception of this agreement by initialling the appropriate box on the contract. REMF is not insurance but is an agreement by the Central Instrument Company, Inc. to provide the customer with a replacement of the instrument in the event of theft or fire. You must provide CIC with a police or fire report within 14 days of the incident. In the event of theft or fire the instrument will be replaced with one of similar brand, age and condition as determined by Central Instrument Company, Inc. Terms, prices and all equity of the original contract remain in force with the replacement instrument. This agreement does not cover partial loss such as bows, mouthpieces, stands or drum pads. Instruments are only protected by this agreement when all fees are paid current, and only for the duration of this contract. The extended maintenance protection covers repairs not covered by our normal maintenance protection. All claims will be at the sole discretion of the Central Instrument Company, Inc.
5. This agreement is expressly conditional on Lessee's residency at Lessee's above listed address, which allows Lessor to know the location of its instrument and its common use. Any change of address which changes Lessor's ability to recover its instrument, shall terminate this lease at Lessor's option, and Lessee shall be entitled to a pro rata refund.
6. In the event that Lessor shall incur expenses in maintaining or defending any action or proceeding by reason of any default of the Lessee, Lessee agrees to indemnify Lessor, including reasonable attorney fees.
7. If you are leasing a woodwind, brass or percussion instrument, you may reward your child with a brand new instrument and CIC will allow up to a maximum of 1 year lease credit equity. This purchase option is available with special payment plans. Or, you may convert the lease program to a Rent-to-Own using your lease credit equity. The lease instrument remains the property of the Central Instrument Company.
8. If you are leasing a string instrument (violin, viola, cello, bass), on or before the termination of this lease, Lessee shall perform one of three options below:
 - a. Continue to lease from month to month as long as you wish; or
 - b. Purchase a new instrument from **Central Instrument Company, Inc.** in which case 100% of the lease payments paid and applicable to the first year will be credited and applied toward the purchase price of the new instrument, plus 50% of any lease payments paid and applicable after the first year. The lease credit may not exceed 50% of the retail cost of the new instrument; or
 - c. Return the leased instrument to **Central Instrument Company, Inc.** premise. Termination shall take effect upon actual possession by CIC and rents being paid, lessee bearing all risk until then.
9. Lessor hereby disclaims any and all warranties expressed or implied except as mentioned above. Lessor's sole responsibility is to provide Lessee with the instrument and repairs as stated above.
10. This agreement and the above described instrument may not be delegated, assigned, or transferred by any other means from the parties hereto.