

264 W. Second St.
Oswego, NY 13126
Phone (315)349-7477
Fax (315)349-7488
Toll Free 1-866-332-7336
email: sales@midstatemusic.com

MIDSTATE MUSIC

www.MidstateMusic.com

of CNY, Inc.



201 Second St.
Liverpool, NY 13088
Phone (315)349-7477
Fax (315)349-7488
Toll Free 1-866-332-7336
email: sales@midstatemusic.com

\$21.00

(Plus MP Plan and Tax)

Band Rental Instruments

Flute, Clarinet,
Trumpet, Trombone,
Snare Kit,
Bell Kit, Combo Kit

\$39.00

(Plus MP Plan and Tax)

Alto Saxophone
Wood Clarinet

SCHOOL SPECIAL!



- Our instruments are New or Like-New not used
 - Free delivery and pick-up at your school
- Return or exchange the instrument at any time
 - Apply rental payments towards a purchase
- Free repair loaner instrument if yours is in our shop

*~ Supporting Music In Our Schools ~
Now at TWO Locations to better serve you!*

264 West 2nd St
Oswego, NY
(corner of W 2nd & Erie)



201 2nd St
Liverpool, NY
(corner of 2nd & Vine
across from The Retreat)

- Sign up for easy Auto-Pay through your checking/savings account or credit card
- Midstate Protection Plan offers coverage of Loss, Fire, Theft and Repair of the instrument
- www.midstatemusic.com go to our website for contracts, accessory flyers and additional information



Band Instrument Rental Plan

| <i>Instruments</i> | <i>Initial/Monthly Rental Payment</i> | <i>Midstate Protection Plan</i> | <i>Total Initial/Monthly Payment</i> |
|-----------------------------------------------------------------------------------|---------------------------------------|---------------------------------|--------------------------------------|
| Flute, Clarinet, Trumpet Trombone, Snare Drum Kit, Bell Kit, Perc Combo Kit | \$21.00 | \$6.00 | \$27.00 |
| Alto Saxophone Wood Clarinet | \$39.00 | \$8.00 | \$47.00 |

NYS Sales Tax must be added to lease & MP Plan

Why rent from Midstate Music?

We offer a variety of services to our customers!

MIDSTATE PROTECTION (MP) PLAN

Choose our MP Plan to protect your investment and the instrument. Our Plan covers repairs as needed as well as replacement due to fire, theft or damage beyond repair (excluding certain accessories & case). See rental agreement for details.

EASY AUTO-PAY

We offer an easy payment plan through your credit/debit card or auto-check. Simply sign up for the Auto-Pay option, and your account will be charged for your monthly rental payment ~ it's just that easy!

BOOKS & ACCESSORIES

We have all the books and accessories you will need to keep your musician on the right track! Stop by our store, or call/fax/email your order, and we will deliver your accessories to your child's school.

REPAIRS

We have a full service repair shop at our store, and will pick up, repair, and return the instrument to your child's school.

LOANER INSTRUMENTS

A loaner instrument will be provided in the event that your instrument needs repairs that will take more than one week. We will pick up and deliver your repaired instrument directly to your school (subject to availability).

SERVICE

We make weekly visits to your school, providing loaners, repair service, accessories and music as needed. Our brand name instruments are supported by exceptional craftsman, each with many years of experience.

FULL CREDIT

Full credit for the rental fee will be applied to the retail price of a new or used instrument, up to 24 months, with an additional 30% discount too! (Remember you are not purchasing the instrument provided through the Rental Agreement)

RETURN PRIVILEGE

The instrument may be returned at anytime with no further obligations (if your account is up-t-date).

EXCHANGE PRIVILEGE

We will exchange the assigned instrument with another instrument of equal or greater value at any time. All previous rental payments will apply to the exchanged instrument (subject to availability). Some additional charges may apply.

It's easy to rent the Midstate Music way!

- Visit us at one of our two convenient locations (Oswego or Liverpool)
 - Or complete the Instrument Rental Agreement and mail or fax it to us
 - Or visit us on-line at www.midstatemusic.com to submit your order
- We will deliver your instrument to your child's music teacher at the school!*

• TERMS & CONDITIONS OF INSTRUMENT RENTAL AGREEMENT

This contract is made on the date of this signed document between Midstate Music of CNY, Inc. , a corporation called "we" or "us" and herein the customer is called "You". Please refer to this contract for any additional information pertaining to early termination, possible purchase options, maintenance responsibilities, late and default charges. In exchange for the payment you make, we agree to lease you the instrument according to the terms of this rental agreement. Upon written request, you may review a completed Rental Agreement for up to twenty-four (24) hours prior to signing the Agreement.

- **TITLE OF THE INSTRUMENT** remains with us. If you declare bankruptcy, we retain the title to the assigned instrument and the instrument must be returned to us immediately. You do not receive ownership or any rights to the instrument.

• PAYMENTS

You agree to make all monthly payments in advance of each due date. These payments are not contingent on practice and lesson schedules. We will consider as delinquent all payments that are received 10 days past due and you will incur a \$5 late fee per month. Monthly payments are not pro-rated. There will be a \$30 fee for all returned checks. You authorize us to bill against the credit card listed in the event that payment is not received within 10 days after the due date, or you are required to pay a security deposit, from which you authorize us to deduct applicable fees.

• AUTO-PAY

As evidenced through your initialing the auto-pay selection, you authorize us to initiate recurring entries to your Checking/Savings account or Credit/Debit Card as shown on this contract. Should any such debits be returned by NSF or uncollected fund, you authorize us to collect such debits and associated fees electronically. **You understand that it is your responsibility to notify us of any changes in credit/debit card or checking /savings account information IMMEDIATELY upon change, including credit card cancellation, change of address, expiration, phone number, or return of the assigned instrument.**

• LIABILITY (LOSS OR DAMAGE)

You are responsible for loss, theft, or damage to the instrument from any cause, up to the determined fair market value of the instrument at the time of its destruction, loss, or theft, as determined by us. If you choose to purchase the Midstate Protection Plan, some of the liability may be covered (see below).

• MIDSTATE PROTECTION PLAN

In addition to the manufacturer's warranty against defects in materials or faulty workmanship, we, for the monthly fee shown on the reverse side, will protect you against loss or damage to the instrument subject to the following terms and conditions:

1. Any instrument totally destroyed by fire or accident occurring through no fault of yours will terminate this agreement, without further charges to you. We may require reasonable proof of any such loss or destruction. You must provide a copy of the police report for any instrument that you claim as stolen within 24 hours after discovery of the theft. We will not replace any destroyed or stolen instrument, and any payments made prior to the loss or damage are not refundable nor transferrable.
2. If the instrument becomes damaged or deteriorates in performance, we will repair and regulate it to proper playing condition. This does not apply to deterioration of appearance which does not affect the performance of the instrument, such as scratches, minor dents, and finish, or damage to the case. Specifically excluded from coverage are lost parts, mouthpieces, ligatures, neck straps, drum heads, drum sticks, reeds, swabs, and lubricants, which were provided at the time of the initiation of this agreement.
3. ALL REPAIRS MUST BE COMPLETED BY A MIDSTATE MUSIC REPAIR TECHNICIAN ONLY.

• REQUIRED INFORMATION AND SECURITY DEPOSIT

You are required to provide a valid driver's license information and a major credit/debit card information. This information will only be used in the case that you become delinquent in payments, or for the Auto-Pay if you have chosen to participate in that option. If it is not possible to give both driver's license and credit/debit card information, we reserve the right to require a fully refundable security deposit for the instrument. The deposit will be \$105.00. No sales tax will be added to the deposit. In the event that you become delinquent in your monthly payment, the deposit will be used to offset the delinquent payments up to, and not to exceed, the total of the deposit. When you return the instrument to us, and if your payments are up to date, the balance of the deposit will be fully refunded. Your security deposit will not be held in a separate account, and will not incur interest on your behalf.

• RETURN PRIVILEGE AND EXCHANGE POLICY

1. At anytime during the life of the contract, you may return the assigned instrument. At that time, providing all fees have been paid, you have no other obligations, and the agreement will be terminated. If at the time the instrument is returned there remains a balance on the account, you are responsible for the payment of the remaining balance and any other fees associated with the collection of the balance. We reserve the right to charge your credit card for any unpaid balances due at the termination of this agreement, or deduct the unpaid balance from your security deposit (if applicable).
2. The instrument must be returned to us at one of our store locations, or special arrangements for pick-up must be made with us with prior notifications.
3. **DO NOT LEAVE THE INSTRUMENT AT SCHOOL WITHOUT ADVANCE AUTHORIZATION FROM MIDSTATE MUSIC. We are NOT responsible for any instruments left in school without our prior knowledge.**
4. You may exchange the assigned instrument with another instrument of equal/greater value, and agree to pay any additional rental charge if applicable, at any time throughout the life of this agreement. This option is only available to you if your account is current at the time of exchange.

• PURCHASE OPTION

You are not purchasing the instrument that you are renting. You may purchase an instrument from us at any time, and all rental credit (excluding MP payments and sales tax) up to 24 months can be applied towards the retail price of an instrument that you wish to purchase. In addition, a 30 percent discount will be applied, after the rental credit has been deducted, to the remaining balance of the purchase price.

• CREDIT CARD AUTHORIZATION

If you are more than 10 days late in paying any sums due under this agreement, you authorize us to charge the credit/debit card given at time of rental for the payment of any sums due under this agreement. Credit/Debit card chargeback fee is \$30. **It is YOUR responsibility to notify US of any changes in credit/debit and checking account information, change of address and/or phone number and return of instrument.**

