



### CONSTANTIN POPESCU, LLC

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**Stringed Instruments Sales, Expert Restorations, Quality Rentals, Appraisals, Consignments**

*Member: - National Association of Music Merchants - The Violin Society of America - Clarion Appraisers Network*

6/09

## STRINGED INSTRUMENTS RENTAL PLAN with PURCHASE OPTION

### RENTAL FEES FOR THE INITIAL 4-MONTH TRIAL PERIOD

#### VIOLIN

**\$40.00**

plus tax

\* plus optional DT insurance

#### VIOLA

**\$47.00**

plus tax

plus optional DT insurance

#### CELLO

**\$85.00**

plus tax

plus optional DT insurance

#### BASS

**\$175.00**

plus tax

plus optional DT Insurance

### MONTHLY RENTAL FEES AFTER TRIAL PERIOD (FRACTIONAL SIZES)

#### VIOLIN

**\$20.00**

plus tax

\*Optional DT: \$ 4.00

#### VIOLA

**\$25.00**

plus tax

\$ 4.00

#### CELLO

**\$35.00**

plus tax

\$ 7.00

#### BASS

**\$60.00**

plus tax

\$15.00

### TERMS AND CONDITIONS

#### Rental Plan Description:

- All instruments are quality, European made, **new or like new** violins, violas, cellos and double basses.
- **Our violas**, even the smallest sizes, are built as violas and are not violins set up as violas.
- All our instruments are professionally set up in our own workshops.
- The instruments are rented as "Outfits" which include; a fiberglass or carbon composite bow with horsehair, a case or bag, and rosin.
- The initial "**4-month trial**" offer applies only to first time rentals (beginners); it does not apply to full size instruments.
- After the trial period the agreement can be renewed for a minimum of 4 months, preferably until the end of the school year.
- Full payment is due in advance for the entire rental period. **No refunds** are given for instruments returned before contract expiration.
- *Fees for an additional rental period are automatically charged at the end of the due day if the instrument has not been returned.*

#### Purchase Option:

- The rented instrument may be purchased at any time. The rental fee (less tax and DT) is applicable to the purchase of the rented instrument or another instrument in our extensive collection. The purchase price of the rental instrument is always disclosed on the rental agreement. The final purchase price will be derived from this price less applied rental fees as follows:
  - Violin and Viola:** the first 24 consecutive months applicable
  - Cello:** the first 12 consecutive months applicable
  - Double Bass:** the first 6 consecutive months applicable
- Rental fees for additional consecutive months can be applied toward the purchase of new or old step-up or Maestro instruments.
- A 10% discount off the unpaid balance will be applied if the instrument is purchased and paid for within the first 6 months.

#### Exchange Option:

- Any instrument rented or purchased can be exchanged or traded-in for the next size or next level of quality at any time.

#### \*Damage and Theft Insurance:

- Atelier Constantin Popescu, LLC will assume the following liability if optional Insurance (DT) has been elected and paid:
  - Atelier Constantin Popescu, LLC will replace or repair the instrument in case of loss through theft, destruction by fire or accident occurring not through negligence of the renter. Theft, fire and major accident **claims must** be based on a police or school report and must **be reported immediately (within 10 days of occurrence)**.
- **Excluded** from insurance are lost instruments and loss or damage due to negligence or willful damage.
- **Excluded** are bow, case, accessories and the required maintenance of the instrument such as replacement of broken strings or bridge and bow rehairing. Excessive dings and dents are considered negligence.

Continued on next page!



# Atelier

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### Renewable **STRINGED INSTRUMENT RENTAL AGREEMENT** with Purchase Option

**Violin**       **Viola**       **Cello**       **Double Bass**

#### CUSTOMER INFORMATION

SS# : \_\_\_\_\_

*Please print!!!*

Name (Parent or Responsible person): Mr. Mrs. Ms. \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone Home: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Student: \_\_\_\_\_ School: \_\_\_\_\_ Instructor: (school & private) \_\_\_\_\_

#### RENTED ITEM INFORMATION

Description: \_\_\_\_\_ O.F.# \_\_\_\_\_ Make/YR: \_\_\_\_\_ Size: \_\_\_\_\_

Condition: \_\_\_\_\_ Strings: \_\_\_\_\_ Appraised Value: \$ \_\_\_\_\_

Rent-Date: \_\_\_\_\_ Due-Date: \_\_\_\_\_ No. of Months: \_\_\_\_\_ Monthly Rent: \_\_\_\_\_

I. Renewal: \_\_\_\_\_ Total Rental: \$ \_\_\_\_\_

II. \_\_\_\_\_ Optional but really necessary items for purchase!

III. \_\_\_\_\_ Music Stand \$ 15.99

IV. \_\_\_\_\_ Shaped Sponge shoulder rest (for v & va) 4.95

V. \_\_\_\_\_ Cleaning Cloth 3.95

VI. \_\_\_\_\_ Music Book

VII. \_\_\_\_\_ Endpin Rock Stop (for cello & bass) 7.95

VIII. \_\_\_\_\_ Subtotal: \$ \_\_\_\_\_

6.35 % CT Sales Tax: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

\*DT Insurance Declined  Signature: \_\_\_\_\_ \*DT Insurance: \$ \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

#### AGREEMENT Please read pages 1 and 2 (Plan and Agreement) before signing!

I agree that this rental will be for the items above, and for the monthly fee above, and will begin on the RENT-DATE, and will end on the DUE-DATE. I also understand that the entire fee is due for payment in full at the beginning of the rental period and is **not refundable**. No refunds for instruments returned before contract expiration. - **I will not** sell, mortgage, or dispose of this instrument.

**I will pay all necessary fees** for any legal restitution of the merchandise or for collection of moneys past due.

It is agreed that some rental moneys for consecutive rental periods may be applied to the purchase of this instrument or any other instrument according to the rental to purchase schedule.

- Unless \*Damage and Theft Insurance has been purchased, **I will pay all cost of replacement or repair** in the event that the merchandise is stolen, damaged or destroyed. If insured, proof of theft or accident is required for the claim to be honored.

- I am responsible for the maintenance of the instrument including strings, bridge, seasonal adjustments and bow re-hairing.

- All **repairs**, maintenance and adjustment work on the instrument are to be performed **only** by *Atelier Constantin Popescu, LLC*.

- **In the event that said instrument is not returned on DUE-DATE, VISA/MASTERCARD/AMERICAN EXPRESS**

# \_\_\_\_\_ exp. \_\_\_\_\_ Code \_\_\_\_\_ will be charged for another rental period (not refundable).

I will not attempt to charge back this transaction based on the terms and conditions of this agreement.

**I have read pages 1 and 2 of the agreement and acknowledge receiving the instrument care guide.**

**Care instructions must be followed. Negligence is not covered by insurance.**

**I understand and agree to the above terms and conditions.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ PAID \_\_\_\_\_