

Tapestry Music Rental Terms and Conditions Band & Strings
Effective Date: May 21, 2025

This document constitutes a legally binding rental agreement between Tapestry Music Ltd. ("Lessor") and the signator ("Lessee"). The Lessee must be of legal age in the province of British Columbia. By signing this agreement, the Lessee agrees to the following terms and conditions:

1.) Title and ownership of the instrument identified in this agreement remain the sole property of Tapestry Music Ltd. until such time as the instrument is purchased under an approved purchase option outlined herein.

2.) Purchase Options:

a) School Year Rentals:

- For new rentals 100% of rental payments may be applied toward the purchase of the instrument if the purchase is completed within ninety (90) days of the rental contract.
- For all other school year rentals, 50% of continuous rental payments made within the first 24 months may be applied toward the purchase price.

b) Monthly Rentals:

- For new rentals 100% of rental payments may be applied toward the purchase of the instrument if the purchase is completed within ninety (90) days of the rental contract.
- For monthly rentals, 50% of rental payments made within the first 24 months may be applied toward the purchase price.

c) The purchase price shall be the Cash Price with Return Option as published in Tapestry Music's official pricing materials (e.g., brochure or online listing) at the time the rental commenced, and which was made available to the Lessee prior to or at the time of rental.

3.) A valid credit card (Visa, MasterCard, Amex) is required to initiate all rental agreements. The Lessee or spouse must be employed, and a daytime phone number must be provided.

4.) The Lessee must promptly notify Tapestry Music Ltd. of any changes to address, contact information, or credit card details. Failure to do so within 60 days constitutes a material breach of contract and may result in the immediate demand for return of the instrument.

5.) MONTHLY RENTALS:

a) Minimum rental period for used instruments is three (3) months and six (6) months for new instruments.

b) A valid credit card must remain on file as collateral throughout the rental period, regardless of payment method selected.

c) A \$15 late fee will be applied for each month a payment is missed. Accounts delinquent for more than 90 days constitutes breach of contract and forfeiture of all payments and the full Cash Price with Return Option will become immediately due and payable. Tapestry Music Ltd. Reserves the right to demand return of the instrument and pursue collections.

6.) SCHOOL YEAR RENTALS:

- a) A school year rental covers the period from September 1 to June 30. New instruments are subject to a minimum six (6) month rental; used instruments are subject to a three (3) month minimum. Instruments must be returned, renewed, or purchased by June 30.
- b) All rental payments are non-refundable. Yearly rentals returned before the end of the term will be prorated based on the monthly rate, and the difference refunded accordingly.
- c) If the instrument is not returned or renewed by June 30, the Lessee authorizes Tapestry Music Ltd. to charge their credit card for the annual rental fee and applicable insurance on July 7.
- d) If the instrument is returned after June 30 and the contract has been renewed, a prorated refund will be issued based on the applicable monthly rate.
- e) If payment cannot be processed by July 7, a late fee of 15% of the annual rental fee will be assessed and applied monthly until resolved.
- f) Failure to resolve the account within 90 days of June 30 constitutes breach of contract and forfeiture of all payments and the full Cash Price with Return Option will become immediately due and payable. Tapestry Music Ltd. Reserves the right to demand return of the instrument and pursue collections.

7.) INSURANCE:

- a) Insurance is optional and covers theft, fire, accidental damage.
- b) Insurance does not cover loss, intentional damage, abuse, or neglect. Evidence of repeated damage or misuse to the instrument and or its case will void insurance.
- c) Determination of whether damage qualifies for insurance coverage shall be made solely by Tapestry Music Ltd.
- d) Insurance coverage is void if the instrument is taken outside of British Columbia.
- e) In the event of theft, the Lessee must submit a police report or file number to validate the insurance claim, the Lessee shall pay a deductible equal to 20% of the instrument's value at the time the rental began, in exchange for a replacement of comparable value and age.
- f) If the instrument is deemed damaged beyond repair, it must be returned to Tapestry Music Ltd. for inspection. The Lessee agrees to pay the current buyout price of the instrument. If the Lessee wishes another instrument, they will have to start a new contract.
- g) Insurance rates: \$3.00/month – Flute, Clarinet, Trumpet, Trombone, Guitar, Bass Guitar, Snare Drum, Bell Kit, Violin \$5.00/month – Saxophone, French Horn, Euphonium/Baritone, Bass Clarinet, Oboe, Cello, Keyboard, Digital Piano, Double Bass
- h) If Lessee declines insurance for the rental period, it is Lessee's responsibility for all maintenance and repairs of the instrument.

i) All instrument maintenance and repairs must be done by Tapestry Music Ltd.

j) Insurance is not available for effects pedal rentals.

8.) Instruments must be physically returned to a Tapestry Music location. Instruments left at schools will not be considered returned unless prior written arrangements were made and a return receipt has been issued.

9.) The Lessee confirms receipt of all accessories listed on the contract (e.g., mouthpiece, cleaning supplies) at the time of rental.

10.) Any changes in applicable federal or provincial taxes (e.g., GST, PST) will be reflected in billing.

11.) EXCHANGE POLICY: Lessees may exchange instruments during the rental period. If the new instrument is of equal or greater value, prior rental credit will be applied in full. If the replacement instrument is of lesser value, the credit will be prorated accordingly. Exchanges are only permitted if the account is in good standing and the rental period remains uninterrupted.

12.) MANUFACTURER WARRANTY: Instruments are covered for manufacturer defects throughout the rental period. All repairs and servicing must be conducted by Tapestry Music Ltd. This warranty does not cover consumables (e.g., reeds, strings, corks, pads, etc.), accidental damage, neglect, theft, or loss.

13.) PAYMENT AUTHORIZATION: The Lessee hereby authorizes Tapestry Music Ltd. to charge their credit card on file for all rental fees, late fees, insurance charges, and any other amounts due under this agreement, including any damage or replacement costs. This authorization shall remain in effect until the contract is terminated in writing and all obligations are fulfilled.

14.) ABANDONMENT: If the Lessee fails to return the instrument or respond within 90 days of the contract expiration, the instrument shall be considered abandoned. Tapestry Music Ltd. reserves the right to recover the instrument at the Lessee's expense, including any associated legal or collection fees.

15.) ELECTRONIC SIGNATURES: This agreement may be executed electronically. Electronic signatures or acceptance via web forms shall be deemed valid and enforceable as if signed in hard copy. Rental Agreements can only be signed by a person of legal age in the province of British Columbia.

16.) GOVERNING LAW AND DISPUTE RESOLUTION: This agreement shall be governed by the laws of British Columbia. Any disputes arising from or related to this agreement shall be resolved by binding arbitration in British Columbia, under the Arbitration Act of British Columbia. Each party shall bear its own legal costs.