

2026 Tapestry Music Rental Terms and Conditions

Musical Instruments and Equipment

Effective Date: September 1, 2026

This document constitutes a legally binding rental agreement between Tapestry Music Ltd. ("Lessor") and the signatory ("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.) Rental Purchase Options (all plan types):

- a) One hundred percent (100%) of rental payments made may be applied toward the purchase of the instrument if the purchase is completed within ninety (90) days of the start of the rental contract.
- b) After ninety (90) days, fifty percent (50%) of rental payments made may be applied toward the purchase price, provided the purchase is completed within twenty-four (24) months of the start of the rental contract and the account is in good standing with continuous payments.
- c) After twenty-four (24) months, the purchase option and any accrued rental credit expire, and the agreement continues as a standard rental.
- d) 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 is required to initiate all rental agreements, 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) Monthly rentals are available for used instruments only, with a minimum rental period of three (3) months. New instruments are available on school year terms with a minimum rental period of six (6) months.

- 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 constitute breach of contract and forfeiture of all payments, and the full Cash Price with Return Option, as published at the time the rental commenced, 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) Rental payments are non-refundable except as provided in this section. 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, as published at the time the rental commenced, will become immediately due and payable. Tapestry Music Ltd. reserves the right to demand return of the instrument and pursue collections.
- g) School year contracts renewed by June 30 continue at the same rental rate for the following school year.

7.) CASH PRICE WITH RETURN OPTION:

- a) Instruments purchased at the Cash Price with Return Option may be returned at any time to any Tapestry Music location.
- b) Upon return, the refund will equal the price paid less the monthly rental rate that would have applied for the time the instrument was held, subject to a minimum deduction of three (3) months at the monthly rate for used instruments and six (6) months, prorated, for new instruments. Deductions for new instruments are calculated at the applicable new instrument monthly equivalent rate.
- c) Refunds are conditional on the instrument being returned in good condition, complete with all included accessories.

d) An instrument exchange is not part of this program; the Exchange Policy (Section 12) applies to rental contracts only. A purchaser who wishes to switch instruments may return the instrument under this section and purchase a different instrument in a new transaction.

e) New instruments purchased at the Cash Price with Return Option include a minimum two (2) year warranty covering manufacturing defects, fulfilled by Tapestry Music Ltd. Used instruments purchased at the Cash Price with Return Option receive the equivalent coverage for two (2) years from the date of purchase, limited to repairs that a manufacturer's warranty would cover (manufacturing defects only).

f) Used instrument purchases include a thirty (30) day post-purchase warranty covering repairs required by normal wear and tear (e.g., pads, corks, material replacements), performed free of charge. The thirty (30) day period begins on the date of in-store purchase or, for online orders, the date of delivery, and proof of purchase is required. All covered repairs must be performed by Tapestry Music Ltd.'s in-house technicians; any third-party servicing within this period will void coverage. If the instrument is shipped to Tapestry Music Ltd. for a covered repair, Tapestry Music Ltd. will cover shipping both ways; shipping costs for returns made under this section remain the purchaser's responsibility. Applicability of this warranty is determined at the sole discretion of Tapestry Music Ltd., and it does not cover damage beyond normal wear and tear, such as accidental damage. Repairs required more than thirty (30) days after the date of purchase are the responsibility of the owner. This warranty is separate from the manufacturer's warranty, which may continue to cover repairs due to manufacturing defects while the instrument remains within its coverage window.

8.) 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 permanently relocated 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 buyout price of the instrument, based on the Cash Price with Return Option published at the time the rental commenced. 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, Combo Percussion Kit, Violin, Viola

\$5.00/month: Saxophone, French Horn, Euphonium/Baritone, Tuba, 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.

9.) Instruments must be physically returned to a Tapestry Music location unless instrument pickup has been arranged with the school administration and teacher. Instruments for pickup must be left with the band teacher or at the school office. **Instruments left in the band room or with a homeroom teacher will not be considered returned.**

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

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

12.) EXCHANGE POLICY: Lessees may exchange instruments one (1) time 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.

13.) 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), accidental damage, neglect, theft, or loss.

14.) 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 instrument is returned or purchased and all amounts owing are paid.

15.) ABANDONMENT: If the Lessee fails to return the instrument or respond within ninety (90) days of the end or termination of the rental, or of a written demand for return by Tapestry Music Ltd., 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.

16.) 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.

17.) PRIVACY: Personal information collected in connection with this agreement is collected, used, and retained in accordance with Tapestry Music Ltd.'s Privacy Policy,

published at tapestрымusic.com (linked in the site footer), and with applicable British Columbia privacy legislation.

18.) 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 in the courts of British Columbia. Each party shall bear its own legal costs.