

I CHOOSE TO RENT

Smaller Lever \$55/month Larger Lever \$80/month

SECURITY DEPOSIT: Smaller Lever \$170 Larger Lever \$190 **DELIVERY FEE:** Ship Smaller \$170 Ship Larger \$190 Pick-up at Lyon & Healy

Name _____
 Address _____
 City _____ ST _____ Zip Code _____
 Telephone _____
 Email _____
 Teacher's Name _____
 Teacher's Phone _____
 Teacher's Email _____

I authorize Lyon & Healy Harps to debit the security Deposit, Delivery Fee (selected above) and one month's rental (selected above) for the first month. After the initial, debit, I authorize Lyon & Healy to debit the monthly rental charge, selected by me, on or about the fifteenth of each month.

Date(s) and/or frequency of debit(s): Account debits will occur on the fifteenth of each month, until the end of the rental agreement, or by cancellation, requiring 5 business days written notice, whichever is first.

I understand that this authorization will remain in full force and effect until I notify Lyon & Healy Harps that I wish to revoke this authorization. I understand that Lyon & Healy Harps requires at least 5 Business days, of advanced notice, in order to cancel this authorization.

Harp will be delivered subject to availability and upon approval of this Application, credit check and receipt of the Security Deposit, Delivery Fee and one month's rental fee.

CONSUMER AUTHORIZATION FOR DIRECT PAYMENT VIA ACH

Direct Payment via ACH is the transfer of funds from a consumer account for the purpose of making a payment.

I authorize Lyon & Healy Harps to electronically debit my account (and, if necessary, electronically credit my account to correct erroneous debits) as follows:

Checking Account/ Savings Account (select one)

At the depository financial institution named below ("DEPOSITORY"). I agree that ACH transactions I authorize comply with all applicable law.

Depository (Bank) Name: _____
 Account Number: _____

Routing Number: _____
 Renter's Signature _____

Check the boxes below Sections 1, 5, 7, 8 and 13 to confirm that you have and read understand them.

1. Agreement. This Harp Rental Agreement ("Agreement") is effective as of the date of receipt of the harp ("Effective Date"), and is made between Lyon & Healy Harp Harps, Inc., a Corporation organized under the laws of the State of Illinois, with offices at 168 N. Ogden Ave. Chicago, IL 60607 ("Owner"), and the Renter ("Renter"). Owner and Renter are hereinafter collectively referred to as "Parties". "Harp" includes the selected instrument, original carton and packaging, selected accessories, instrument cover (provided) and tuning key (provided).

2. Term. This Agreement shall commence on the Effective Date and remain in full force and effect until Harp is returned to Owner or agent of Owner nominated in writing. Renter shall return the Harp 24 months after the agreement effective date, unless terminated earlier consistent with the terms herein. If the Harp is not returned on months after the agreement date the agreement will remain in effect until the Harp is returned to the Owner.

3. Payment. Renter shall pay the following:
 a) Applicable taxes;
 b) loss of, or damage or repair to the Harp, loss of use, diminution of the Harp's value caused by damage to the Harp or repair to it, and costs to enforce such charges including administrative fees for processing the claim, attorney's fees and legal expenses;
 c) The selected monthly rental charge, per month for renting the Harp;
 d) Thirty-five dollars (\$35.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.
 e) Renter shall also pay other charges in accordance with this Agreement due upon return of Harp or at the time of service, to the fullest extent allowed by law, including but not limited to:

4. Late Payment. If Renter fails to make any installment payment within 30 days of the due date, Renter shall pay interest of 5% per month on the outstanding balance

5. Care of Harp. Harp can only be used in a careful and proper manner.

6. Repair and Alterations. Harp shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior written consent. Charges for services, including, but not limited to: additional strings, repairs to the Harp, and accessories are paid by the Renter.

7. Insurance. Renter must carry insurance an amount equal to the value of the Harp to ensure its full replacement, unless agreed otherwise in writing by Owner.

8. Restrictions on Use. Renter shall not:
 a) Permit the Harp to be used by any person who is not authorized to use such Harp;
 b) Operate or use the Harp or permit it to be operated or used in violation of law;
 c) Operate or use the Harp or permit it to be operated or used to commit a violation of law; and/or
 d) Operate, use, maintain or store the Harp in a manner likely to cause damage to the Harp.
 e) take the harp outside of the United States of America.

9. Loss or Damage. Renter shall notify Owner, in writing, to any damage to the Harp. Renter shall be responsible for any loss or damage to Harp and loss of use, diminution of the Harp's value caused by damage to it or repair to it and missing Harp as described in Section 1.

10. Return of Harp. Renter shall return Harp on the date specified in Section 2 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Harp to 168 N Ogden Ave Chicago, IL 60607. If Harp is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Harp. Renter is responsible for the costs of returning the Harp including shipping, transit insurance and all other costs to be considered contemporaneous with the return of Harp as described in Section 1.

11. Termination. This Agreement shall terminate on the date specified in section 2. Owner reserves the right to terminate this Agreement earlier upon written notice to Renter.

12. Indemnification and Liability. Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Harp by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF HARP, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Ownership. Owner shall at all times retain ownership and title to the Harp. Renter shall immediately notify Owner, in writing, in the event Harp is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Harp shall be deemed at all times to be Owners personal property, whether or not it may be attached to any other property.

14. Waiver. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

15. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

16. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

17. Assignment. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

18. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

19. This agreement shall be governed and construed under the laws of the state of Illinois without reference to any choice of law provisions. All matters or controversies arising out of this agreement shall be brought in the Circuit Court of Cook County. All parties consent to the jurisdiction and venue of the Court of Cook County. Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

SPACE RESERVED FOR LYON & HEALY:

Value of the instrument _____ Effective Date _____

Initialed _____ Serial number _____