



121 Lorine Street
Keller Texas 76248-3327
(817) 993-6400
houghtonhorns.com

Houghton Horns LLC Rental Agreement

Lessee acknowledges this contract is a Rent-to-Rent agreement with Purchase Option, not an installment sales contract. There is never an obligation to purchase an instrument. Ownership of the rental equipment will be retained by Houghton Horns, LLC unless Lessee exercises the Purchase Option (see below). NSF checks/payments will incur a \$30.00 administrative charge. In the event Lessee's direct debit/ACH payment is declined or returned, Lessee will be given a grace period of three business days to make the account current by paying all past due rental fees and returned check fees, after which a \$5.00 per day late fee will apply. If Lessee fails to make the account current after ten business days, the instrument and case must be returned to 121 Lorine Street, Keller, Texas. Failure to return rented equipment within this period of time may be a Class A Misdemeanor Theft in accordance with Texas penal code 31.03(e)(3) if the value of the instrument is equal to or less than \$1,500.00, or a State Jail Felony Theft in accordance with Texas penal code 31.03(e)(4) if the value of the instrument is over \$1,500.00. Houghton Horns, LLC also may exercise the right to submit the delinquent account to a collection agency and Lessee will be responsible for the full purchase price of the rental instrument plus any due rental fees and late charges including all costs incurred by Houghton Horns, LLC attributed to collection. Lessee may terminate this contract at any time by returning the instrument and case to Houghton Horns, LLC and paying any rental fees and applicable late charges. The monthly rental fee will not be prorated upon termination.

- Purchase Option:** Lessee has the option to purchase the rental instrument at any time within the duration of this contract and within a maximum of 30 days after the return of a rental instrument, by paying the instrument value documented on the front side of this contract, less 70% of all base rental fees paid. No other fees or charges paid will apply toward purchase (sales tax and maintenance package do not apply toward purchase credit). The rental credit is available only for those monthly rental payments made on a continuous and timely basis. Upon exercise of the Purchase Option, Houghton Horns, LLC will transfer ownership of the instrument and any applicable manufacturer's warranty to Lessee. Lessee may also exercise the Purchase Option by applying the rental credit toward an upgraded or new instrument if the value of the trade up is equal or higher than the rental unit. The rental credit cannot be applied to horns that are on consignment with Houghton Horns LLC.
- Service:** Houghton Horns, LLC guarantees the playability of the rental instrument for the entire rental period. Minor repairs, not due to negligence, will be serviced by Houghton Horns, LLC at no charge. It is the responsibility of the Lessee to inform Houghton Horns, LLC of the need for repairs or maintenance. All repairs and service work on the instrument shall be performed solely by Houghton Horns, LLC. Repairs can take up to 5 business days to complete. Houghton Horns, LLC does not guarantee a loaner will be provided. However, for extenuating circumstances, Houghton Horns, LLC will make every effort to provide a loaner instrument.



houghton**horns**

121 Lorine Street
Keller Texas 76248-3327
(817) 993-6400
houghtonhorns.com

Reasonable care of the instrument is required while in Lessee's possession. Lessee will be held financially responsible for damage due to abuse, misuse, neglect or vandalism, and repairs may be charged to Lessee at the discretion of Houghton Horns, LLC. All attached parts (including slides, valve caps, rotor, stop-arm and string screws) must be returned with the instrument upon termination of this contract. Missing parts are the responsibility of the Lessee and, if missing, will be charged to Lessee upon instrument return.

3. **Optional Maintenance/Repair Package:** An optional monthly service warranty package may be purchased and added on to the monthly rental fees for 30 days after the commencement of the contract for \$9.95/month plus sales tax. After 30 days the package will not be available without a new rental contact. The optional warranty service includes repairs of cosmetic and mechanical damage due to mishandling and/or negligence up to \$150 per incident and \$300 per contract period. Once the maintenance/repair package has been purchased, this option cannot be canceled for the term of the rental agreement. This service package is limited to the rental instrument and case and does not cover loss resulting from ill usage, neglect, fire or theft.
4. **Theft:** If the instrument is stolen or destroyed in a fire, the Lessee is responsible to Houghton Horns, LLC for the entire replacement cost of the instrument. It is the responsibility of the Lessee to insure or add the instrument to a homeowner's or renter's policy.
5. **Late Returns:** The instrument may be kept only at Lessee's stated address. Upon termination of this contract, Lessee is responsible to return the instrument to Houghton Horns, LLC in the same condition as Lessee received it, with the exception of normal wear. Lessee agrees to pay Houghton Horns, LLC any cost incurred in the return of the instrument. Houghton Horns, LLC has the right to terminate this contract at any time if Lessee is in default of payment. In such an event, Lessee agrees to promptly return the instrument as outlined in the General Guidelines stated above and all purchase option credit shall be forfeit. Any default of this contract allows Houghton Horns, LLC to take possession of the instrument, wherever located and as allowed by state laws, with or without Lessee's knowledge.
6. **Transferability:** This agreement is non-transferable by Lessee and may not be assigned by the Lessee to any other party.
7. **Direct Debit Terms & Conditions:** By signing this contract Lessee has granted authorization for Houghton Horns, LLC to directly debit recurring monthly rental fees from a specified bank account or credit card. This payment arrangement will remain in effect until Lessee notifies Houghton Horns, LLC in writing. A record of payment will be included in Lessee's bank or credit card statement. Lessee agrees to



houghton**horns**

121 Lorine Street
Keller Texas 76248-3327
(817) 993-6400
houghtonhorns.com

make every reasonable attempt to settle any billing dispute or error with Houghton Horns, LLC.

8. Houghton Horns, LLC (Lessor) agrees to rent to the undersigned the equipment at the total fee specified for an initial period of one month. Following the initial period, lessee may **1)** continue to rent the instrument at the regular monthly payment; **2)** exercise the purchase option; or **3)** at any time during the rental, return the instrument and case without further obligation except for any outstanding balances which may be due at the time of return. Monthly rental fees will not be prorated.

As a condition of this rental, the undersigned warrants and represents that he/she is over 18 years of age and that the information stated in this contract is true and correct. The undersigned is held liable for any loss, damage, late payments, etc. Lessee has read and agrees to the conditions stated in this agreement.

Print Name: _____

Signature and Date: _____



houghtonhorns

121 Lorine Street
Keller Texas 76248-3327
(817) 993-6400
houghtonhorns.com

Direct Debit Authorization

I, the Lessee, authorize Houghton Horns, LLC to directly debit the monthly payments of \$_____ from my bank account and to use the credit card information below as a backup funding source.

Lessee Name: _____

Lessee Signature: _____

Bank Account Information

Type (i.e. Checking): _____

ABA Routing Number: _____

Account Number: _____

Name(s) on Bank Account: _____

Billing Address: _____

City, State, Zip: _____

Credit Card Information

MC Visa AMEX Disc

Alternate CC#: _____

Expiration Date: _____ CVV _____

Name on Card: _____

Billing Address: _____

City, State, Zip: _____