



Trial Order

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8056 Nicollet Ave S., Bloomington, MN 55420

Original
Switch
Upsize

Student _____
School _____
Destination _____
Rep(s) _____

Adult's Name

Trial Order Dates and Options

This contract is a trial order with an introductory period beginning ____/____/____ and ending ____/____/____. Thereafter, the monthly payments shall be \$_____ for _____ months with a final payment of \$_____. Upon completion of payments, title to the instrument and accessories shall pass to the customer for no additional consideration.

This is a trial order contract. I MAY RETURN THE INSTRUMENT AT ANY TIME. I AM NEVER REQUIRED TO PURCHASE THE INSTRUMENT, HOWEVER, SHOULD I DECIDE TO DO SO, ALL PRINCIPAL PAYMENTS I MAKE SHALL APPLY 100% TO THE PURCHASE OF THE INSTRUMENT. There are NO FINANCE CHARGES as part of this contract. This contract continues in full force and effect for the entire period I make payments. If I decide to cancel this contract, I may do so simply by returning the instrument and making all payments due as of the date the instrument is returned. ALL INSTRUMENTS MUST BE RETURNED TO GROTH MUSIC'S RETAIL LOCATION UNLESS PRIOR WRITTEN PERMISSION HAS BEEN RECEIVED FROM GROTH MUSIC TO RETURN TO ANOTHER LOCATION. Upon cancellation of this contract, I will have no further liability except as described herein:

Instrument Information

Instrument/Size _____
Mfct/Model _____
New () Demo () Return ()
Serial Number _____
Present Notable Defects: _____

Purchase Price

Instrument _____
Stand _____
Accessories _____
Tax _____
Total Purchase Price _____

Trial Order Receipt

Book(s) _____
Other _____
Music Stand _____
Tax _____
Trial Payment (tax included) _____
Lessons _____
Total Due At Signing _____

Cash Check Credit Card

Acct #

Optional Maintenance/Replacement Agreement

I wish to purchase the monthly Maintenance/Replacement plan _____ (initial here) for a monthly rate of \$_____

I do not wish to purchase the monthly Maintenance/Replacement plan _____ (initial here.)

MAINTENANCE/REPLACEMENT AGREEMENT: If I purchase the monthly Maintenance/Replacement coverage, the following will apply: **MAINTENANCE:** Groth Music Company agrees to make the repairs necessary to keep the instrument in playing condition. Work must be done by Groth Music Company. THE MAINTENANCE/REPLACEMENT COVERAGE DOES NOT COVER: A. Repairs to the finish of the instrument. B. Removal of minor dents. C. Replacement of consumable or expendable accessories such as rosin, lubricants, shoulder rests, reeds, drumsticks, mouthpieces, ligatures, cases, cleaning supplies, or other accessories. D. Damage done by other people attempting repairs such as soldering, pulling mouthpieces, and tuning slides. E. Malicious damage or destruction.

REPLACEMENT: In the event the instrument is lost or stolen, Groth Music Company will replace the instrument with an equal value instrument. Conditions: A police report must be filed within 48 hours of loss or theft and a copy of this report must be submitted to Groth Music Company. ALL MONTHLY PAYMENTS AND FEES MUST BE PAID CURRENT OR MAINTENANCE/REPLACEMENT COVERAGE IS VOID.

Purchase Options

Upon completion of payments, title to the instrument and accessories and their applicable warranties shall pass to the customer for no additional consideration.

If you wish to purchase the instrument before the end of the scheduled payments, you may be eligible for an early payoff discount.

Please contact us for further information.

Print Name: _____ Hm.Ph. _____ Social Security # _____

Address _____ City _____ State _____ Zip _____

Employer _____ Wk. Ph. _____ Driver's License # _____

Credit Card # _____ - _____ - _____ Type _____ Expiration Date _____

I authorize Groth Music to use the above credit card for automatic monthly payment _____ (initial here)

Signed _____ Date _____ Witness _____

Truth-In Lending Disclosure: Groth Music Company retains a security interest in the property described above for the purpose of enforcing its rights under this contract. Legal title to the property shall remain in Groth Music Company until all sums payable hereunder are fully paid, whereupon it shall pass to Customer. No obligation of Customer or any co-signer or guarantor shall be released by any transfer or extension of time of payment of this contract or by any loss of or damage to the Property and no waiver of any default shall be deemed a waiver of any other default. Payment of installments strictly when due is essential.

Should Customer fail to make any payment when due or fail to fulfill any promise or condition herein, all sums payable hereunder shall at Groth Music Company's option and without notice become immediately due and payable and Groth Music Company may take possession of the Property and for that purpose may enter any premises where the property may be and remove the same thereby terminating all Customer's rights hereunder, and may retain all payments received as liquidated damages, or Groth Music Company may enforce any other remedy allowed by law.

If this contract is executed by more than one Customer, all their obligations hereunder shall be joint and several.

Said Property shall remain personal property and not become part of the realty.

If Groth Music Company assigns this contract the assignee shall succeed to and have all Groth Music Company's rights and options hereunder to the same extent as if assignee's name were substituted for Groth Music Company wherever occurring hereinafter.

Buyer shall not sell, mortgage, transfer or conceal the Property or cause or permit its transportation outside said county without written consent of Groth Music Company and shall: (a) permit Groth Music Company to examine it at any time; (b) keep it in good repair; (c) permit all payments of loss under any insurance covering the Property to be applied upon the indebtedness due hereunder and for such purpose does hereby assign all such payments to Groth Music Company; (d) pay promptly when due all bills for repairing, servicing, improving, insuring or storing the Property; (e) prevent and avoid any attachment, garnishment or seizure of the Property by other and any adjudication in bankruptcy or appointment of a receiver or other liquidator of Customer. Should Customer fail to act as above required. Groth Music Company may do so. whereupon Customer will pay to Groth Music Company the amount of all expense so incurred. Should Groth Music Company become entitled to possession of the Property as herein provided and thereafter search for, take transport, store, repair or advertise the Property for the purpose of enforcing Groth Music Company's rights hereunder. Customer will forthwith pay to Groth Music Company the amount of all expense so incurred. If the Customer voluntarily returns and surrenders the Property and elects to cancel the contract as provided herein, Groth Music Company agrees to accept said surrender and the Customer is not personally liable to Groth Music Company for remaining payments (if account is current) after instrument is returned, nor is Groth Music Company obligated to resell the Property or account to the Customer for any surplus that may result from resale or other disposition of the Property. The Customer remains liable to Groth Music Company for any reduction in the value of the Property resulting from the wrongful or negligent infliction of damage to the Property. The rights of the parties under this paragraph are subject to Minnesota Statute § 325G.22.

Privacy Policy: Groth Music uses the information collected on this form only for the purpose of administering this contract and does not share the information with any outside parties. In the event of a defaulted contract Groth Music reserves the right to transfer this contract and the information collected to an outside collection agency.

Loss or Damage: I understand that if I do not purchase the Maintenance/Replacement coverage and the instrument is lost, stolen, destroyed, or damaged beyond repair, I agree to pay the total purchase price for the instrument listed above less a credit for any payments made.

Repairs: I agree to use the instrument with due care and for the purpose for which it is intended. I agree to maintain the instrument in good repair, condition, and working order. I agree to pay any charges for damages considered by Groth Music as excessive.

Default: I will be in default under this contract if (A) I fail to make any payment due under the terms of this contract, (B) I am involved in any bankruptcy proceeding, or (C) any property not paid for in full is moved from my address listed below for any reason without Groth Music's written permission.

Remedies: I understand that if I default, Groth Music Company may declare the balance of the purchase price due and payable. I also understand that Groth Music Company may recover the instrument from me if I default, and/or Groth may charge payment to my credit card as per my contract.

Late Fees: I understand a monthly late fee of \$5.00 will be charged to my account if payments are more than 5 days past due.

Other Fees: I agree to pay any attorney & collection fees incurred by Groth Music Company in enforcing any term of this contract.

Refunds: No refunds will be given for a partial month.

ALL CONTRACTS MUST BE PAID CURRENT UPON RETURN OF THE INSTRUMENT.

Switch/Upsize Policy: Switches and upsizes apply only to accounts current and in good standing and apply only to instruments returned in good condition. Consignment and clearance instruments are excluded.

Trial Order String Orchestra Instruments - Upsize: Groth Music will apply up to 80% of your principal payments toward the continued trial order or purchase of any other student line string orchestra instrument of equal or greater value.

Purchased String Orchestra Instruments - Upsize: Groth Music will apply up to 80 % of the principal paid towards a larger size, student-line string orchestra instrument of equal or greater value. A copy of your original purchase receipt or trial order contract will be necessary to ensure a proper trade up value. Deductions from the instrument's trade up value will be made for excessive wear and tear.

Trial Order Band Instruments - Switch: Groth Music will apply up to 80% of your principal payments toward the continued trial order or purchase of any other student line instrument of equal or greater value.

Trial Order Band Instruments - Upgrade: Groth Music will apply up to 80 % of your principal payments toward the continued trial order or purchase of any new intermediate or professional level band instrument of equal or greater value.

THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA.