

## 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.

## NOTICE

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

## 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.

## 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.**