



INSTRUMENT LEASE AGREEMENT

8056 Nicollet Ave S
Bloomington, MN 55420
Phone: (800) 969-4772
www.grothmusic.com
Email: lease@grothmusic.com

Federal Consumer Leasing Act Disclosures

Date _____

Lessor(s) Groth Music Company ("We") Lessee(s) _____ ("You")

Description of Leased Property

Item	Price	Manufacturer	Model #	Serial #

Amount Due at Lease Signing:	Monthly Payments	Other Charges	Total of Payments
Trial Period Dates: _____, 20__ to _____, 20__ Trial Period Payment \$ _____ Sales Tax \$ _____ Total \$ _____	Your first monthly payment of \$ _____ is due on _____, followed by _____ payments of \$ _____ due on the _____ of each month and one final payment of \$ _____ due on _____. The total of your monthly payments is \$ _____.	Maintenance/Replacement Fee (Optional): Monthly payment of \$ _____ due with each Monthly Payment beginning after the Trial Period for a total cost of \$ _____.	(The amount you will have paid by the end of the lease.) \$ _____

Purchase Option at End of Lease Term. You have an option to purchase the leased property at the end of the lease term for \$ 0 (assuming you have paid the Trial Period Lease Payment and all Monthly Payments).

Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Taxes. The total amount you will pay for taxes over the term of your lease, whether included with your monthly payments or assessed otherwise: \$ _____ (included in "Total of Payments" above). The amount of taxes you will pay as part of each monthly payment is \$ _____ (included in "Monthly Payments" above).

Optional Maintenance/Replacement Contract. You may buy (but are not obligated to) a maintenance contract. The contract covers maintenance and replacement cost of a lost or stolen instrument. If you sign up for this contract, you may cancel it at any time.

Maintenance. You are responsible for the following maintenance and servicing of the leased property: You must maintain and service the leased property, defects covered by the Manufacturer's Warranty excepted, unless you buy the Optional Maintenance/Replacement Contract. You are not responsible for normal wear and tear when you return the Instrument. You must use Groth Music for maintenance and servicing.

We are responsible for the following maintenance and servicing of the leased property: If you buy the optional Maintenance/Replacement Contract, you are not responsible for maintenance and servicing of the property and we are responsible for maintenance and servicing. Otherwise we are not responsible for the maintenance and servicing of the leased property.

Warranties. The leased property is subject to the following express warranties: Manufacturer's warranty which covers manufacturing defects.

Early Termination and Default. (a) You may terminate this lease before the end of the lease term under the following conditions: You lease the Instrument for an initial term equal to the Trial Period shown above. Then your lease is month-to-month for the period covered by the Monthly Payments shown above. We will not charge you any penalty if you terminate.

(b) We may terminate this lease before the end of the lease term under the following conditions: if you default under the Lease Agreement. Upon such termination we shall be entitled to the following charge(s): None.

Late Payments. The charge for late payments (a payment made more than ten (10) days after the due date) is: \$5.00

Purchase Option Prior to the End of the Lease Term. Any time after the Trial Period, you have an option to purchase the leased property. The price will be the Total of Payments less the amount due at Lease Signing shown above and all Monthly Payments you have made.

CONDITIONS: You acknowledge the condition of the Instrument by the box checked. <input type="checkbox"/> New <input type="checkbox"/> Demo <input type="checkbox"/> Return Present Noted Defects: <input type="checkbox"/> None <input type="checkbox"/> _____	CREDIT CARD INFORMATION: Card # _____ Exp. ____/____ CVC _____ You authorize us to use this credit card for automatic monthly payments. (Check one and initial) Yes _____ No _____ Your Initials _____	RECEIPT: Book(s) \$ _____ Other \$ _____ Music Stand \$ _____ Tax \$ _____ Trial Period Payment \$ _____ Lessons \$ _____ Total Paid at Signing \$ _____ Use Credit Card Supplied to Left <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> _____ (Or Enter Different CC# Above) Exp: ____/____ CVC: _____
Name of School _____ Name of Student _____ Destination _____ Reps _____ Soc.Security # _____ Dr. License # _____ Employer _____ Email: _____		

GROTH MUSIC LEASE AGREEMENT

We lease you the instrument and accessories described in the Description of Leased Property in the Disclosures on page 1 (collectively, the "Instrument") according to the Terms and Conditions below.

YOU AND WE AGREE THAT ANY CLAIM OR CONTROVERSY THAT ARISES UNDER OR IS CONNECTED WITH THIS AGREEMENT SHALL BE SETTLED BY INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. NEITHER YOU NOR WE MAY BRING A CLASS ACTION OR PROCEEDING. YOU MAY OPT OUT OF THIS PROVISION WITHIN 60 DAYS OF THE DATE OF THIS AGREEMENT. ADDITIONAL DETAILS ARE DESCRIBED ON PAGE 3. Your Initials: _____

1. TERM AND RENT

- a) Lease Term. The Term of the Lease runs from the date of this Agreement through the end of the monthly period covered by your final payment shown in the Disclosure on page 1, unless you earlier terminate the Lease. If you terminate, the Term ends on the date you return the Instrument to us.
b) Trial Period. The initial term of the lease is the Trial Period shown above in the Disclosures on page 1. You must pay at Lease Signing the Lease Payment for the Trial Period in the amount shown above.
c) Month-to-Month Lease. After the Trial Period, we lease the Instrument to you on a month-to-month basis for the period covered by the Monthly Payment Schedule. You must pay us the Monthly Lease Payments according to the schedule shown on page 1 in the Disclosures. These payments include sales/use tax. You may terminate the Lease by returning the Instrument to us. You will owe us Monthly Rent for all months you had the Instrument.
d) Rental Payments are Due in Advance. Your rental payments are due in advance for the period covered by the rental payment. Rent payments are earned on the due date and are not refundable.
e) No Penalty if you Terminate. We will not charge you any additional amount if you terminate your Lease.
f) Late Payment Fee. You will pay us a late payment as described above in the Disclosures on page 1.

2. OWNERSHIP/OPTION TO PURCHASE. We own the Instrument unless you purchase it from us according to the Purchase Options explained above in the Disclosures.

3. NO WARRANTY EXCEPT FROM MANUFACTURER. The Instrument is covered by the manufacturer's warranty against manufacturing defects. Otherwise there is no warranty. We lease the Instrument to you, and if you purchase it from us, we sell it to you AS IS WITH ALL FAULTS.

4. RETURN. If you terminate the Lease and do not exercise your Purchase Option, YOU MUST RETURN THE INSTRUMENT TO OUR RETAIL LOCATION UNLESS WE GIVE YOU PRIOR WRITTEN PERMISSION TO RETURN THE INSTRUMENT TO ANOTHER LOCATION. You must return the Instrument in good condition, ordinary wear and use excepted.

5. OPTIONAL MAINTENANCE/REPLACEMENT AGREEMENT. You may buy a monthly maintenance/replacement plan ("Maintenance/Replacement Plan"). This is strictly optional and if you purchase this plan, you may cancel it at any time. If you elected to buy this plan, the cost is included in your Monthly Payments, shown in the Disclosures on page 1.

6. YOUR PROMISES. You may not sell, mortgage, transfer or conceal the Instrument, or take it outside the state of your residence without our written consent. You must permit us to examine the Instrument at any time and keep the Instrument in good repair, ordinary wear and use excepted.

7. OUR PROMISES. You have the right to use the Instrument during the Lease Term if you make the required rental payments and keep your promises under this Lease.

8. YOUR FAILURE TO MAKE PAYMENT OR KEEP A PROMISE. If you breach this Lease, you agree to surrender the Instrument to us and we have the right to take possession of the Instrument.

9. ASSIGNMENT. You may not assign or transfer any of your rights or obligations under this Lease to anyone else without our prior written consent. We may assign or transfer our rights and obligations under this Lease.

10. EMAIL ADDRESS. You agree that we may send you emails to the email address you have given us. You can revoke this consent by sending us written notice to our address below. We consent to your sending us emails, including notices, to our email address.

11. PRIVACY POLICY. The terms of the attached Privacy Policy on page 4 are part of this Lease Agreement.

12. MISCELLANEOUS. This Lease is governed by the substantive laws of the State of Minnesota. An important part of this Lease is that you must make Lease Payments on time. You authorize us to obtain a Credit Bureau Report on you.

You acknowledge that you have received and read the Federal Regulation M Consumer Leasing Disclosures and the attached Privacy Policy before signing this Lease. You acknowledge that we have given you a copy of this Disclosure and Lease Agreement and two copies of the Notice of Cancellation described below on the date shown above. You acknowledge you have read the Terms and Conditions above. The following Notice controls over any provision in this Lease Agreement/Disclosures that might be inconsistent:

YOU, THE LESSEE, MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS PURCHASE. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Address: _____ Signature _____
Name (Print) _____
City _____ Date _____
State _____ Zip Code _____ Groth Music By _____
Phone: _____ Its _____ Sales Representative _____
Alternate Phone: _____ Name (Print) _____

NOTICE OF CANCELLATION

Instrument/Accessories: _____ Date of Transaction: _____

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Groth Music Company, at 8056 Nicollet Ave S, Bloomington, MN 55420 not later than midnight of _____. If you cancel, any payments made by you under the contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

Signature _____

Name (Print) _____

ARBITRATION DETAILS. By agreeing to arbitrate any claim or controversy that arises under or is connected with this Lease Agreement, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Lease Agreement. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed solely on an INDIVIDUAL BASIS without the right for any claims to be arbitrated on a class basis or to bring claims in a representative capacity on behalf of others. FOR MORE DETAILS, including details on the arbitration process and procedures, related costs, how you may exercise the option to submit disputes to arbitration, or how to access American Arbitration Association rules, call us at (800) 969-4772 or write to us at Groth Music Company, 8056 Nicollet Ave S, Bloomington, MN 55420. To opt out of arbitration, you must email us at lease@grothmusic.com within 60 days of the date of this Agreement.

Groth Music Maintenance/Replacement Agreement/Election

You may purchase a monthly maintenance/replacement plan (“Maintenance/Replacement Plan”) for a monthly rate of \$_____. If you sign up for this plan, we will not charge you the monthly fee for the Trial Period. When you return the Instrument, you are not responsible for normal wear and tear, even if you do not purchase the Maintenance/Replacement Plan. The manufacturer warrants the Instrument against defects in material and workmanship and you do not need to purchase the Maintenance/Replacement Plan to receive the benefit of that warranty for those defects. If you elect to purchase the Maintenance/Replacement Plan, the following terms apply:

1. **MAINTENANCE.** We will make all repairs necessary to keep the Instrument in playing condition. Work must be done by us. 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; or
 - (f) Any personal belongings that are in the instrument case.

2. **REPLACEMENT.** If you purchase the Maintenance/Replacement Plan, we retain the risk of loss or theft of the Instrument. You need to file a police report within 48 hours of the loss or theft and give us a copy. We will then replace the Instrument.

3. **CURRENT PAYMENTS.** ALL MONTHLY PAYMENTS AND FEES MUST BE PAID CURRENT OR MAINTENANCE/REPLACEMENT COVERAGE IS VOID.

4. **CANCELLATION.** You may cancel this Agreement at any time by sending us notice either in writing or by email to our address as shown on our contract.

This Election must be made before the Federal Consumer Leasing Act Disclosures are completed and given to you. If the Disclosures have already been given to you STOP – do not proceed. By initialing below you are acknowledging you received this Election before receiving your Federal Consumer Leasing Act Disclosures. By signing, you also acknowledge that you have received a fully completed copy of the Maintenance/Replacement Agreement/Election.

Customer Name _____ Student Name _____

Instrument _____

I **DO NOT** wish to purchase the Maintenance/Replacement Plan: _____ (Initial)

I **DO** wish to purchase the Maintenance/Replacement Plan: _____ (Initial)

SEE REVERSE SIDE FOR OUR PRIVACY POLICY

NOTICE OF CANCELLATION

Instrument/Accessories: _____ Date of Transaction: _____

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Groth Music Company, at 8056 Nicollet Ave S, Bloomington, MN 55420 not later than midnight of _____. If you cancel, any payments made by you under the contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

Signature _____

Name (Print) _____

GROTH MUSIC PRIVACY POLICY

This Privacy Policy provides important information about the use and disclosure of the information you provide to us. By signing the Lease Agreement, you agree to the terms outlined in this Privacy Policy.

FACTS	What Does Groth Music Do With Your Personal Information	
Why?	Financial companies (including companies such as Groth Music that engage in consumer leasing) choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ● Account balances and payment history. ● Social security number. ● Transaction history and credit scores 	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below we list the reasons financial companies can share their customers' personal information; the reasons Groth Music chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Groth Music share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions	If you have any questions or comments about this notice, please contact us at: Groth Music Company 8056 Nicollet Ave S Bloomington, MN 55420 (800) 969-4772	

Who we are	
Who is providing this notice?	Groth Music Company
What we do	
How does Groth Music protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Groth Music collect my personal information:	We collect your personal information, for example, when you: <ul style="list-style-type: none"> ● Open an account. ● Pay your bills or use your credit or debit card. We also collect your personal information from others, such as credit bureaus, or other companies.
Why can't I limit all sharing:	Federal law gives you the right to limit only: <ul style="list-style-type: none"> ● Sharing for affiliates' everyday business purposes – information about your creditworthiness. ● Affiliates from using your information to market to you. ● Sharing for nonaffiliates to market to you. We don't share with affiliates.
Definitions	
Affiliates	Companies related to common ownership or control. They can be financial and nonfinancial companies. We don't have any affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. We don't share with nonaffiliates.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. We don't do any joint marketing.