



**Nondisclosure / Privacy Notice**

**Johnstonbaugh's commitment to your privacy:** We at Johnstonbaugh's, Inc. ("JMC"), have an affirmative and continuing obligation to respect the privacy of our customers, and to protect the security and confidentiality of the nonpublic personal information our customers entrust to us. JMC employees are required, by law, to act responsibly and lawfully regarding the collection and use of nonpublic personal information.

**What is nonpublic personal information?** In short, it is the information you entrust to us, or that which we collect, so that we can enter into a Rental or Sale Agreement Contract with you. Nonpublic personal information includes your name, current address, social security number, credit card number and expiration date, home and work telephone numbers, and employer information.

**Is my nonpublic personal information secure?** Yes. JMC employees undertake rigorous procedural safeguards to ensure the security and confidentiality of the physical and electronic records of your nonpublic personal information. These safeguards are designed to protect against anticipated threats to the security of those records, and to guard against unauthorized access to or use of your information. These safeguards will be maintained regardless of the future status of your JMC account.

**Is my nonpublic personal information disclosed to anyone?** JMC will not sell, exchange, or give your nonpublic personal information to any person or company (third party). We maintain this nondisclosure policy, except as required or permitted by federal law (see the Gramm-Leach-Bliley Act of 1999). In other words, JMC will use your nonpublic personal information only when necessary to effect, administer or enforce a transaction (rental or sale) requested by you. And though we do not otherwise sell, share, or disclose your information to third parties, federal law requires that we inform you as follows:

**You have the right to 'Opt-Out' of the sharing of your nonpublic personal information with unaffiliated third parties or affiliated parties. Should you decide that you want to exercise your right to 'Opt-Out', you may direct us [Johnstonbaugh's] not to share your nonpublic personal information by writing to us at: Johnstonbaugh's, Inc., 4842 William Flinn Highway, Allison Park, PA 15101, or call 724-444-5660. Please include your name, address and account number in your letter.**

**Credit Check Disclaimer:** JMC may, in the reasonable exercise of its discretion, collect and retain information such as your prior account history with JMC, employment verification, and your credit score, credit history and credit references from a consumer credit reporting agency. Factual Data is our service provider for credit verification. **JMC is neither responsible for the privacy practices of nor the selling or exchange of your nonpublic personal information by Factual Data, or any third-party affiliate.** For more information regarding the practices instituted by Factual Data concerning your nonpublic personal information, or to learn more about your rights to opt out of credit bureau prescreening, their privacy notice is available at: <https://www.factualdata.com/privacy/>

At Johnstonbaugh's, Inc. we strive to maintain your trust.  
We respect and protect your privacy as we respect and protect our own.

**Rental Agreement Contract**

This contract will commence with the delivery of the instrument. Thirty (30) days after delivery I shall:

- Continue to participate in the month-to-month lease program by making my next monthly payment (column II) above. Subsequent payments will be due on the same day each month thereafter. Monthly payments may be applied as a discount credit off the purchase of a new band or string instrument only, as follows: When you so choose, you may return your used instrument, and all monthly payments up to thirty-six (36) months for string and wind instruments <or> twelve (12) months for percussion instruments, may be accumulated and applied as a discount credit off the purchase of an equivalent, step-up, or professional **NEW** instrument. This discount credit may not be transferred to or combined with any other rental contract. New instrument purchase price will be the **manufacturer's suggested retail price at the time of purchase, plus sales tax.** Payment plans are available for qualified buyers. You may continue renting the instrument by paying monthly rental fees and your discount credit will remain in effect; however, all monies paid after the above mentioned thirty-six (36) <or> twelve (12) month period will be treated strictly as rent and will not increase the discount credit that may be applied toward the purchase price of a new instrument.
- Return Policy - Used instruments are rented on a month-to-month basis. This rental agreement can be terminated anytime by returning the instrument in its original condition (normal wear will be considered acceptable) to a Johnstonbaugh's location and settling any outstanding charges. **If you wish to return the instrument to a school, you must contact any Johnstonbaugh's location to request a return authorization in advance.** This rental agreement will remain in effect and will be canceled only when the instrument is received at the store. If a rental instrument is returned and a new instrument is not purchased at that time, monies paid to Johnstonbaugh's will be treated strictly as the rental fee for the use of the instrument, and may not be transferred to or combined with any other rental contract.

**GENERAL CONDITIONS**

- I acknowledge receipt of the herein described personal property. Both parties agree that the property was inspected by Johnstonbaugh's and personally examined and accepted by you at the time of delivery and that the property was in good and serviceable condition.
- A \$20.00 fee will be applied to any payment returned for any reason. A late charge of \$4.00 will be made for each payment which is five (5) days or more late. Should I become 60 days delinquent in monthly payments, Johnstonbaugh's is empowered to take whatever action deemed necessary to recover the instrument and all costs which arise from resulting collection and legal proceedings.
- Title of the instrument will remain with Johnstonbaugh's, Inc. and its assignees.
- At all times, guard the instrument from accident due to theft, fire or vandalism. If the instrument should be lost, stolen or destroyed, you accept full responsibility for replacement costs equal to one half of the manufacturer's retail price at the time of settlement for the same or equivalent model. If you pay the monthly Damage Waiver Charge as specified, subject to the limitations and exclusions which follow, Johnstonbaugh's agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rental item on this contract. Johnstonbaugh's excludes from this waiver, however, any loss or damage due to theft, fire, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item.

**FOR OFFICE USE ONLY**

Received by \_\_\_\_\_ Date Received \_\_\_\_\_ Initial Payment Amount \_\_\_\_\_  Check # \_\_\_\_\_  Cash  Credit Card

Credit Approved By \_\_\_\_\_ Serial Number \_\_\_\_\_  Payment Posted