

**Veritas Instrument Rental Incorporated (VIR)**

**Customer Payment Address:**

VIR  
PO BOX 950  
Pinellas Park FL 33780  
(800) 578-9724 Customer Service & Collections

**Home Office, Shipping & Accounts Payable:**

12475 44th Street North  
Clearwater FL 33762  
(800) 578-9724 Toll Free  
(800) 446-9317 Toll Free Fax

**24-Hour Online Payment Processing:**

<https://www.veritas-online.com/payment>

**General Email Inquiries & Correspondence**

[rent@rentfromhome.com](mailto:rent@rentfromhome.com)

**Social Media**

**Facebook:** rentfromhome **Twitter:** rentfromhome **LinkedIn:** rentfromhome

**INSTRUMENT RENTAL TERMS AND CONDITIONS-FLORIDA**

Florida Statute § 812.155: Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.

NOTICE TO THE LESSEE: DO NOT DIGITALLY SIGN this Rental Purchase Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Rental Purchase Agreement you sign. Keep it to protect your legal rights.

In this Agreement, "We", "Us", and "Our", mean the Lessor. "You" and "Your", mean the person(s) signing this Agreement as the Rental Customer(s). "Affiliate" means the local retail outlet. "Agreement" means this Instrument Rental-Purchase Agreement. "Instrument" means the rental property.

1. INITIAL RENTAL PAYMENT: Your minimum initial term is one month (or as otherwise disclosed in "Notes." After that, you have three options: (1) you can continue renting by making monthly rental renewal payments in advance; (2) you can buy the Instrument; or (3) you can return it to us in good repair with no further obligation, except for past due payments.
2. RENTAL TERM AND PAYMENT SCHEDULE: This Agreement is for one month and is renewable by making renewal payments in advance for every month you chose to renew this Agreement.
3. PURCHASE OPTION: You do not own the Instrument. If you choose and are current, you can buy the Instrument at any time by exercising your early purchase option (EPO). Your EPO price is the Rental Purchase Price", less 100% of all rental payments made (not including any taxes or fees), less 10% of that amount, plus tax. The "EPO price" or "Rental Purchase Price" does not include other charges such as late fees, which are explained below. Any unpaid late fees, LDW fees, and past due payments will be added to the payoff.
4. TERMINATION AND DEFAULT: You may terminate this Agreement at any time by returning the Instrument in good condition, fair wear and tear excepted, or by making arrangements with us for its return. You must also pay any past due amounts you owe. You can request a shipping box, packing materials and a return shipping label by calling our customer service department at 1-800-578-9724. YOU MUST RETURN THE INSTRUMENT TO US OR AFFILIATE. NO ONE ELSE IS AUTHORIZED TO ACCEPT RETURN OF THE INSTRUMENT (unless we give you approval in writing). You cannot terminate this Agreement by leaving the Instrument in the school. We may terminate this Agreement if you fail to keep any of your agreements. We may notify you of termination in writing, or by e-mail, or by telling you. You agree to pay us the fair market value of the Instrument if you fail to return it to us when this agreement terminates. You remain liable for rental payments until the Instrument is returned to us.

5. **LOSS OF OR DAMAGE TO THE INSTRUMENT:** You are liable for loss of or damage to the Instrument in excess or normal wear and tear from all causes. You must pay us the fair market value of the Instrument if it is lost or destroyed. If it is damaged, you must pay us immediately for all repairs, not to exceed fair market value. We do not carry insurance on the Instrument. You are not required to purchase our Loss Damage Waiver plus Maintenance Program (LDW), but we recommend it. We may require a security deposit if you decline LDW coverage.
6. **MAINTENANCE OF INSTRUMENT:** You are fully responsible for maintaining and servicing the rental Instrument including all adjustments, repairs and general cleaning. You are not required to purchase our optional Loss Damage Waiver plus Maintenance Program (LDW), but we recommend it (see Item #11 for details).
7. **REINSTATEMENT:** If you fail to make a timely renewal payment, this Agreement expires. You can reinstate it without losing any rights previously acquired by making all payments due or returning the Instrument to us as soon as we ask you to. If you return the Instrument to us promptly, you will have 60 days from the date of return to reinstate by making all payments due. If you reinstate, we will furnish you with the same Instrument or an Instrument of comparable quality and condition.
8. **CREDIT CARD AUTHORIZATION:** You hereby authorize us to charge your credit/debit account number provided on this Agreement and/or otherwise provided to us for any amounts owed under this Agreement. These charges may include the remaining balance of purchase price/value less credit for previous rent paid should equipment not be returned to Veritas and/or Affiliate upon demand, past due rent payments (more than 10 days late), unpaid late fees, returned checks, NSF fees, billable repair charges, and for missing items upon cancellation of Agreement and return of instrument.
9. **CONSENT TO CONTACT:** By signing below, I agree to receive emails from Veritas Instrument Rental at the email address I provided, as well as to receive customer service and collections calls, including through the possible use of automated dialing systems and prerecorded messages and texts, at the telephone/cellular number(s) I provide to Veritas.
10. **OTHER CHARGES:** These fees are all reasonably related to the services performed.
  - a) LDW Loss Damage Waiver plus Maintenance Program (Optional): See Item #11.
  - b) Bank or Credit Card Declined Charge: If your payment is denied for any reason, you must pay us a \$25.00 charge to cover our costs in processing your payment in addition to your rental payment.
  - c) Late Fee: If you fail to make a renewal payment within 7 days of due date, you must pay us \$5.00 plus your rental payment to continue using the Instrument. Late fee amount subject to change if State Law changes.
  - d) NSF Check Fee: If your check is returned for any reason, a NSF fee of \$25.00 or maximum allowable by State Law will be due or charged to the credit/debit card we have on file.
  - e) Security Deposit: See item #19.
11. **(LDW) Loss Damage Waiver plus Maintenance Program (Optional):** If you choose this option and are current, you will not be liable for loss of or damage to the Instrument due to fire, theft, flood or other Act of God. For theft, you must furnish us with a Police Report within 72 hours of the loss showing forced entry. Mysterious disappearance is not covered. We will not replace the Instrument. Payments made prior to the date of loss or damage are not refundable or transferable. If you claim a loss under LDW, you agree that we are subrogated to all of your rights, claims, and remedies due to the loss of the Instrument including but in no way limited to your recoveries under any insurance policies. In addition, we will make all necessary repairs and adjustments to keep the Instrument in proper playing condition. This does not include restoration of finishes, damage due to careless handling, cleaning or replacement of expendable accessories such as mouthpieces, ligatures, mouthpiece caps, reeds, oil, swabs, strings, rosin, drum heads, or drum sticks. If repairs take longer than 3 business days, we will loan you an Instrument until we can complete the repairs (subject to availability). We will not be responsible for the costs or the results of any repairs or damage caused by improper use. You must notify us immediately if the Instrument needs service. Any necessary repairs are to be performed by a Veritas-Approved repair technician.
12. **WARRANTY:** If a manufacturer's warranty still covers the Instrument when you acquire ownership, we will transfer it to you if it is transferable.
13. **REIMBURSEMENT OF COSTS:** If you breach this Agreement, you will have to pay us for all reasonable costs we incur in getting our Instrument back. These costs may include attorney's fees and court costs if they are incurred and permitted by state law.
14. **EQUITY:** You understand that we own the Instrument until you buy it or obtain ownership as stated in this Agreement. If you declare bankruptcy, we retain title, and the instrument must be returned to us immediately. You do not have the right to a refund of any rental payments when this Agreement is terminated.

15. LOCATION OF INSTRUMENT: You agree to keep the Instrument on your person or at the address shown above. You must inform us in writing of any address changes. If you remove the Instrument without our written consent, we have the right to terminate this Agreement immediately.
16. ASSIGNMENT: You have no right to sell, transfer, assign, pawn, pledge, sub-lease, or encumber the Instrument or this Agreement in any way. We may sell, transfer, or assign our rights in this Agreement.
17. DAMAGE TO OTHER PROPERTY AND CONTACT WITH THIRD PARTIES: You understand that we will not be responsible for any loss or damage to any property arising out of your use of the Instrument. You also agree that we can contact your spouse, the student, or your nearest relative regarding your account with us.
18. CREDIT REPORT AUTHORIZATION: You give us permission to obtain a credit report on you for approval purposes and at any time during this Agreement.
19. SECURITY DEPOSIT: You may have been required to make a security deposit. When this Agreement terminates, we will refund any security deposit less any amounts you still owe us within 30 days.
20. HYGIENIC CONDITION OF INSTRUMENT: We will not be responsible for the hygienic condition of the Instrument (including the mouthpiece).
21. NECESSARY CORRECTIONS: We reserve the right to make corrections, which might be necessary due to mathematical errors caused by our systems, staff, or agents. You are entitled to a full accounting at any time and upon request. We reserve the right to make modifications as directed by local applicable law when necessary.
22. AFFILIATE INDEMNIFICATION: Affiliate is responsible for securing and protecting any financial and/or personal data provided by the renter as part of this agreement, and Affiliate will indemnify Veritas for any and all attorney fees and costs associated with Veritas having to legally defend itself in any such action should Renter file a claim, charge, or lawsuit against Veritas because Affiliate has not properly secured and/or protected Renter's financial and personal information/data as gathered in this Agreement.
23. ARBITRATION AND WAIVER OF JURY TRIAL: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

AGREEMENT TO ARBITRATE: You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the jurisdiction where you live without applying its choice-of-law rules).

WHAT ARBITRATION IS: "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to origination of your Rental-Purchase Agreement ("Agreement") and whether or not an Agreement is provided to you, based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement. For purposes of this arbitration agreement, the terms "you" and "your" include any co-signer, co-obligor, or guarantor and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean Lessor and include Lessor's employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns, as well as Lessor's marketing, servicing, and collection representatives and agents.

HOW ARBITRATION WORKS: If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts ("JAMS"). If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association 335 Madison Avenue, Floor 10 New York, NY 10017-4605 Web site: [www.adr.org](http://www.adr.org)  
Telephone (800) 778-7879

JAMS, The Resolution Experts 1920 Main Street, Suite 300 Irvine, CA 92614 Web site: [www.jamsadr.com](http://www.jamsadr.com) Telephone (949) 224-1810 or (800) 352-5267

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

**WHAT ARBITRATION COSTS:** No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

**LOCATION OF ARBITRATION:** Unless you and we agree to a different location, the arbitration will be conducted within 30 miles of your then current mailing address.

**WAIVER OF RIGHTS:** You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

**APPLICABLE LAW AND REVIEW OF ARBITRATOR'S AWARD:** The arbitrator shall apply applicable federal and the substantive law of the jurisdiction where you live and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of the jurisdiction where you live and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of the jurisdiction where you live and applicable federal law.

**SURVIVAL:** This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

**RIGHT TO OPT-OUT:** If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address no later than thirty (30) days following the date you enter into this Agreement: VIR, PO BOX 950, Pinellas Park FL 33780. You may opt-out without affecting your application or status as a lessee at this address. You may also opt-out via email at [admin@veritas-online.com](mailto:admin@veritas-online.com).

24. **MISCELLANEOUS PROVISIONS:** You understand that time is of the essence in this Agreement. No changes may be made to this Agreement except by us in writing. You understand that the Instrument may be new, refurbished, or previously rented. You agree that we have not made any promises or representations about this Agreement or the Instrument other than those contained in this Agreement.