

Amadeus Piano Co., Inc

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www.AmadeusPianos.com

Service Contract

Date:

This is a contract for services between _____, hereinafter "Customer", and Amadeus Pianos Inc., hereinafter, "Amadeus Pianos." Any changes or modifications to this contract must be agreed to by the parties and must be in writing.

Description of Services:

Different charges for transportation may apply, if items are to be return to any location different from the place of pick up,

Amount Due at Contract Signing:

Balance Due :

**CUSTOMER AGREES THAT AMADEUS PIANOS MAY STOP PERFORMING SERVICES UNDER THIS CONTRACT
IF THE CUSTOMER FAILS TO MAKE PAYMENTS AS DESCRIBED ABOVE.**

Fee for Issuing a Bad Check: If the Customer issues a "bad" check, whether it is issued on a closed account, insufficient funds, or uncollected funds, the Customer shall pay Amadeus Pianos "BAD CHECK CHARGE" of \$25.00 for any such check. Additionally, Amadeus Pianos, as is option, may then refuse to accept checks for future payments if Customer issues a "bad" check.

No Adjustment or Setoff. Customer shall not make any adjustments or setoff against any payment, unless Amadeus Pianos has agreed to such adjustment and setoff in writing.

Early Termination by Customer. If Customer terminates this contract after the items were picked up and transported to the premises of Amadeus Pianos, but prior to any services performed pursuant to this contract the Customer agrees to pay Amadeus Pianos for the costs of transportation and labor associated with loading and unloading Customer's property.

Dispute Resolution. The disputes between Amadeus Pianos and Customer shall be governed by and construed and enforced in accordance with the laws of State of New York. All disputes between the parties shall be brought in state courts of Suffolk County, New York. In the event Amadeus Pianos is obliged to commence legal proceedings against Customer with respect to this Rental Agreement for any reason whatsoever, Lessee hereby agrees to pay for Lessor's attorney's fees, court costs and cost of collection.

Notice of Artisan's Lien

PLEASE BE ADVISED THAT PURSUANT TO NEW YORK STATE LIEN LAW §180 BY VIRTUE OF THE PROVIDED SERVICES, AMADEUS PIANOS WILL ACQUIRE A LIEN ON CUSTOMER'S PROPERTY FOR REASONABLE CHARGES FOR THE WORK PERFORMED AND MATERIAL FURNISHED AND WILL RETAIN POSSESSION OF THE PROPERTY UNTIL ALL PAYMENTS AND CHARGES AS SPECIFIED ABOVE ARE PAID IN FULL.

Charges for Storage. The storage charges will accrue on an "anniversary basis." The storage months will begin on the date in a calendar month Amadeus Pianos completed the services described above and extends to, but not including, the same date in the next and all succeeding calendar months until Customer removes the goods. If there is no corresponding date in the next calendar month, the storage months shall end on the last day of said month. All storage charges are due and payable on the first day of the storage months. All accounts will bear interest at 1 1/2 per month from their due date.

Notice of Lien on Stored Items

CUSTOMER AGREES THAT AMADEUS PIANOS WILL HAVE LIEN ON THE STORED ITEMS FOR STORAGE, TRANSPORTATION, INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE STORED ITEMS, FOR MONEY ADVANCED, INTEREST, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE ITEMS OR REASONABLY INCURRED IN THEIR SALE PURSUANT TO LAW. AMADEUS PIANOS RESERVES THE RIGHT TO EXERCISE AND ENFORCE ITS LIEN AND NOT TO FORWARD, DELIVER, OR RELEASE STORED ITEMS UNTIL AMADEUS PIANOS RECEIVES PAYMENTS OF ALL OUTSTANDING CHARGES.

IF THE CUSTOMER FAILS TO MAKE PAYMENT WITHIN ONE YEAR AFTER COMPLETING THE SERVICES SPECIFIED ABOVE, AMADEUS PIANOS MAY ENFORCE ITS LIENS AS PROVIDED BY NEW YORK STATE LIEN LAW §200, INCLUDING SELLING THE PROPERTY AT PUBLIC OR BONA FIDE PRIVATE SALE TO SATISFY THE LIENS. THE PROCEEDS OF THE SALE, AFTER PAYING THE EXPENSES THEREOF, SHALL BE APPLIED IN LIQUIDATION OF THE INDEBTEDNESS SECURED BY SUCH LIEN AND THE BALANCE, IF ANY, SHALL BE RETURNED TO THE CUSTOMER WITH INTEREST. IF THE

AMADEUS PIANOS IS UNABLE TO RETURN THE EXCESS OF THE PROCEEDS TO THE CUSTOMER, THE EXCESS OF THE PROCEEDS OF SALE SHALL BE PAY OVER TO THE OFFICE OF STATE COMPTROLLER IN ACCORDANCE WITH NEW YORK STATE ABANDONED PROPERTY LAW.

Liability for Loss or Damage. Amadeus Pianos shall not be liable for any loss or damage to stored items, however caused, including intentional and malicious acts of third persons or by any cause beyond its control, unless Amadeus Pianos failed to exercise such care in regard to the stored items as a reasonably careful person would exercise under like circumstances. In no event is Amadeus Pianos liable for damages which could not have been avoided by the exercise of such care.

No Insurance. The Customer is aware that items are not insured by the company against loss and injury, however caused. Customer hereby waives all rights of subrogation against the Amadeus Pianos.

Delivery of Stored Items to Customer. The stored items will be delivered to the Customer or to another person specified by the Customer only upon receipt by Amadeus Pianos of complete instructions written instructions by Customer. All charges for delivery or transfer are chargeable to Customer.

Notice of Loss or Damage/Limitations on Bringing Legal Actions The Customer or others may not bring any action against Amadeus Pianos for loss or damages to Customer's property unless the Customer presents a written claim no later than thirty (30) days after the completion of the contract for services or delivery of items by Amadeus Pianos to Customer, whatever is later, and unless such action is commenced within nine (9) months after the completion of the contract for services and date of delivery by Amadeus Piano Company.

Dispute Resolution. The disputes between shall be governed by and construed and enforced in accordance with the laws of State of New York. All disputes between the parties shall be brought in state courts of Suffolk County, New York.

Limited Warranty- In order for the limited warranty to be in force, tuning must be performed twice a year by Amadeus Piano Company, if new strings were installed tuning is required every three months by Amadeus Piano Company.

Action Regulation- every two years, if rebuilt 1 regulation every 6 months to a year.

Piano Placement- Should be as far as possible from windows, outside walls, and air conditioning.

Recommendation- the protect the finish the piano should not be exposed to direct sunlight

IF THE ABOVES SERVICES ARE NOT PERFORMED THE WARRANTY IS NULL AND VOID.

ALL SERVICES MUST BE PERFORMED BY AMADEUS PIANO COMPANY.

Notices. Any notices required by law may be served by mail, directed to the Customer's last known address, or, if the Customer or his address is unknown, it may be posted in two public places in the town, village or city where the Property is located. It is Customer's responsibility to inform Amadeus Pianos about any changes in Customer's address.

Amadeus Pianos:

Customer
