**Musical Instrument Rental Agreement**

This agreement is effective as of\_\_\_\_\_\_\_\_\_\_\_\_\_

BETWEEN:

Rhinebeck Music, LLC (the owner)

6815 Route 9, Astor Square, Suite 11

Rhinebeck, NY 12572

Phone: 845-876-1998

Email: rhinebeckschoolofmusic@gmail.com

AND:

Name (use full legal name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “customer”)

Address: Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/Town: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_

Mailing Adress: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Numbers: Home: \_\_\_\_\_\_\_\_ Work: \_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE OWNER AND THE CUSTOMER AGREE AS FOLLOWS:

1. Description of instrument: The customer agrees to rent the musical instrument described in the schedule attached to this agreement (the “instrument”).
2. Rent: Rent will be payable by cash or by check, in monthly installments of $\_\_\_\_\_\_ each, beginning on the date referred to at the top of this agreement (the “effective date”) and continuing on the same date in every month thereafter. The customer is only allowed to rent the instrument, if they are taking lessons on that instrument through Rhinebeck School of Music.
3. Deposit: There will be a $40 damage deposit on all instruments that will be refunded, once the term of this agreement is up and if the instrument is returned in the same condition it was received.
4. Term: This agreement shall be for a term of one month; and unless this agreement is renewed as provided below, the instrument shall be returned by the customer to the owner on or before the last day of the term and in the same condition it was received.
5. Renewal: This agreement shall be renewed on the same terms and conditions if the instrument is not returned at the end of the existing month term.
6. Condition of Instrument: The owner shall make the instrument available to the customer for inspection on the effective date, and upon taking possession of the instrument, the customer shall acknowledge that the instrument is in the condition described in the schedule; provided however that if the customer is not satisfied with the condition of the instrument, then the customer may, within two (2)days of the effective date, return the instrument to the owner in the same condition in which it was upon taking possession, and in that case, the owner shall refund the rent to the customer and this agreement will be terminated.
7. Use, Maintenance, and Repair: The name of anyone using the instrument other than the customer shall be provided on the schedule, and the customer shall keep the instrument in good working order, and all condition any repairs, maintenance, or replacement required to maintain the instrument in good working order must be performed by owner at the expense of customer.
8. Termination: This agreement may be terminated by the customer at the end of any month term simply by returning the instrument in good working condition (only reasonable wear and tear will be accepted) to the owner with all shipping and/or postage charges prepaid; and upon the return of the instrument, any repairs that the owner deems necessary to restore the instrument to good working condition will be charged to the customer.
9. Liability Waiver: The owner shall not be liable for any injury or loss sustained by the customer by the operation, handling, or transportation of the instrument during the rental term.
10. Default: In the event of default by the customer, the owner may terminate this agreement, in which case the customer shall pay any amounts outstanding and return the instrument; and if the customer refuses or neglects to return the instrument, the customer shall be deemed responsible to pay the full value of the instrument, which will be noted in the schedule.

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Owner The Customer

**SCHEDULE**

**Instrument Description**

Instrument: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Serial Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of person using the instrument if other than customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School currently attending (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Condition of instrument: New: \_\_\_\_

 Excellent: \_\_\_\_

 Good: \_\_\_\_

 Fair: \_\_\_\_

 Poor: \_\_\_\_

Dents: No: \_\_\_\_ Yes: \_\_\_\_

 If yes, description of dents:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of any damage:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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