

**Musical Instrument Rental Agreement**

Bailey’s Band Room “Owner”

1209 Euclid Ave. Suite #204. Knoxville, TN 37921

Phone: 865-500-8000

Email: chad@baileysbandroom.com

Instrument Description :

Instrument: Clarinet or Flute (Select one)

Make:

Model:

Serial Number:

Name (use full legal name):

PayPal Email

\_\_\_\_\_ (“Customer”)

\_\_\_\_\_

Address: Street:

State ID/Driver’s License

\_\_\_\_\_

# \_\_\_\_\_

City/ Town: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Student’s Name and School

Primary Phone #: \_\_\_\_\_

\_\_\_\_\_

2nd: \_\_\_\_\_

\_\_\_\_\_

THE OWNER AND THE CUSTOMER AGREE AS FOLLOWS:

1. Description of Instrument: The Customer agrees to rent the musical instrument described in this agreement (the “Instrument”).
2. Rent: Rent will be payable via PayPal within 5 business days of receiving each invoice. The renter may choose between paying in increments of 1or 3 months, and will be billed accordingly. (Please select one)  
Monthly \$35.00 /month. \_\_\_\_\_ 3 Month \$105 \_\_\_\_\_.
3. Term: This agreement shall be for a term selected above; and unless this agreement is renewed as provided below, the Instrument shall be returned by the Customer to the Owner on or before last day of the term and in the same condition it was received.
4. Renewal: This agreement shall be renewed on the same terms and conditions if the Instrument is not returned at the end of the existing term. \_\_\_\_\_ (initial)
5. Condition of Instrument: Upon taking possession, 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 Five days of the Effective Date, return the Instrument to the Owner in 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.
6. 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 any reasonable wear and tear/expected repairs required to maintain the Instrument in good working order must be performed by the Owner. Damage to the instrument will be repaired at the expense of the Customer.
7. Termination: This Agreement may be terminated by the Customer at the end the rental term simply by returning the Instrument in good working condition (only reasonable wear and tear will be excepted) to the Owner with all shipping and/or postage charges prepaid; and upon the return of the Instrument, any exceptional repairs that the Owner deems necessary to restore the Instrument to good working condition will be charged to the Customer.
8. 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.
9. 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 to have exercised the Option to Purchase the Instrument at full price \$ 500.00 .

Customer Signature

Date