

**2023-2024 SEASON MUSICAL INSTRUMENT AND ACCESSORIES RENTAL / USE AGREEMENT**

Student Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Parent / Guardian Name: \_\_\_\_\_

Parent / Guardian Address: \_\_\_\_\_

Parent / Guardian Mobile Phone: \_\_\_\_\_ Parent / Guardian Email: \_\_\_\_\_

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

Model: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Description: \_\_\_\_\_

Accessories: \_\_\_\_\_

The rental of the above-described instrument and accessories is for use by \_\_\_\_\_ (hereinafter "Student") during the 2023-2024 Season of the Treasure Coast Youth Symphony as long as during the term of this contract, Student remains a member in good standing of the orchestra of Treasure Coast Youth Symphony.

The Student and \_\_\_\_\_ (hereinafter "Parent(s) / Guardian(s)"), shall pay to the Treasure Coast Youth Symphony the amount of **\$75.00/\$150.00** for rental of the above described instrument and accessories from the period of \_\_\_\_\_ to \_\_\_\_\_, said amount being **non-refundable** and due upon the receipt of the instrument and accessories. **The instrument and accessories shall be returned within five days of the conclusion of the rental term.**

The Student and Parent(s) / Guardian(s) shall pay to the Treasure Coast Youth Symphony an additional amount of **\$25.00/\$50.00** for insurance coverage of the instrument during the terms of this rental agreement. The Student and Parent(s) / Guardian(s) shall be responsible to pay the insurance *deductible amount of \$250.00* in the event of any covered claim or loss.

The Student and Parent(s) / Guardian(s) agree to be personally responsible for the return of the instrument and accessories in the same condition as was received, agree to maintain the instrument and accessories in clean and good working order, and agree to pay for repair or replacement at market value acceptable to the Treasure Coast Youth Symphony Inc. in the event of any loss or damage to the instrument and accessories not covered by insurance.

The Treasure Coast Youth Symphony Inc. agrees to waive any and all rights of subrogation against orchestra members and their insurers for any damages or loss to the instruments (bows/cases/accessories), to the extent that such damages are covered by the Treasure Coast Youth Symphony, Inc. insurance coverage or shall be covered, but, for the application of an insurance deductible.

The Treasure Coast Youth Symphony Inc. has inspected the instrument and accessories and found it to be in excellent playing condition. The Student and Parent(s) / Guardian(s) have inspected the instrument and accessories and acknowledge the condition of the instrument and accessories to be in accordance with the assessment of the Treasure Coast Youth Symphony.

The Student and Parent(s) / Guardian(s) agree to pay all attorney's fees and other costs and charges for the collection of any amount not paid when due, including but not limited to amounts due related to repair or replacement of the instrument and accessories.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent(s) / Guardian(s) signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent(s) / Guardian(s) signature: \_\_\_\_\_ Date: \_\_\_\_\_

Treasure Coast Youth Symphony: \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_\_

Date Instrument and accessories Received: \_\_\_\_\_ Check No. \_\_\_\_\_

**Date Rental Fee and Insurance Fee Received: \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_**