

2019-2020 MUSICAL INSTRUMENT AND ACCESSORIES RENTAL / USE AGREEMENT

Student Name: _____ Grade: _____
Parent / Guardian Name: _____
Parent / Guardian Address: _____
Parent / Guardian 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 2019-2020 concert 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 **\$175.00** for rental of the above-described instrument and accessories from the period of _____ to **April 27, 2019**, 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 Cost Youth Symphony an additional amount of **\$25.00** 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: _____