**Musical Instrument Rental Agreement**

This Agreement is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BETWEEN: The Front Porch Cville (Front Porch) located at 1492 Richmond Road, Charlottesville VA, 22911

AND:

Name of Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent or Guardian:

(if student is under 18 years old) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE FRONT PORCH AND THE STUDENT (OR PARENT) AGREE AS FOLLOWS:

1. Description of Instrument: The Student (or Parent) agrees to rent the musical instrument described in the Schedule attached to this agreement (the “Instrument”).

2. Rent: Rent will be payable by cash, check or credit card in advance, in one installments of $\_\_\_\_\_\_\_\_\_\_\_ beginning on the date referred to at the top of this agreement (the “Effective Date”) and continuing on the same date in every second month thereafter.

3. Term: This agreement shall be for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and unless this agreement is renewed as provided below, the Instrument shall be returned by the Student (or Parent) to the Front Porch on the 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 term.

5. Condition of Instrument: The Front Porch shall make the Instrument available to the Student (or Parent) for inspection on the Effective Date, and upon taking possession of the Instrument, the Student (or Parent) shall acknowledge that the Instrument is in the condition described in the Schedule; provided, however, that if the Student (or Parent) is not satisfied with the condition of the Instrument, then the Student (or Parent) may, within two (2) days of the Effective Date, return the Instrument to the Front Porch in same condition in which it was upon taking possession, and in that case the Front Porch shall refund the rent to the Student (or Parent) and this agreement will be terminated. –

6. Use, Maintenance and Repair: The Student (or Parent) 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 at the expense of the Student (or Parent).

7. Termination: This Agreement may be terminated by the Student (or Parent) at the end of any term simply by returning the Instrument in good working condition (only reasonable wear and tear will be excepted) to the Front Porch with any shipping and/or postage charges prepaid; and upon the return of the Instrument, any repairs that the Front Porch deems necessary to restore the Instrument to good working condition will be charged to the Student (or Parent).

8. Liability Waiver: The Front Porch shall not be liable for any injury or loss sustained by the Student (or Parent) by the operation, handling or transportation of the Instrument during the rental term.

9. Purchase Option: The Student (or Parent) shall have the option to purchase the Instrument at any time during the term for a purchase price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Purchase Price”).

10. Default: In the event of default by the Student (or Parent), the Front Porch may terminate this agreement in which case the Student (or Parent) shall pay any amounts outstanding and return the Instrument; and if the Student (or Parent) refuses or neglects to return the Instrument, the Student (or Parent) shall be deemed to have exercised the Option to Purchase and the Purchase Price shall be due and owing.

**SCHEDULE – Instrument Description**

Type of Instrument: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Serial No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accessories:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notes on Condition of Instrument: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Other Notes or Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Parent or Guardian must sign if student is under 18)