

**Musical Instrument Rental Agreement**  
This Agreement is effective as of \_\_\_\_\_

BETWEEN:

**Michael Nelligan** (the Owner)  
carrying on business under the name "**HornCraft Music**"  
of Box 896, 3877 13<sup>th</sup> Ave, Smithers, BC V0J 2N0  
Phone: 250-847-0318  
Email: michael@horncraft.ca

AND:

Name (use full legal name): \_\_\_\_\_ (the "Customer")  
Address: Street: \_\_\_\_\_  
City/ Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
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 cheque, in advance, in bi-monthly installments of \$\_\_\_\_\_ each (including HST) 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 two (2) months; 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 two (2) month term.
5. 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 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 all condition any repairs, maintenance or replacement required to maintain the Instrument in good working order must be performed by the Owner at the expense of the Customer.
7. Termination: This Agreement may be terminated by the Customer at the end of any two (2) month 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 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. Purchase Option: When not in default under this agreement, the Customer shall have the option to purchase the Instrument at any time within the first 24 months of the Effective Date for the purchase price of \_\_\_\_\_ (the "Purchase Price") provided that:
  - a) the Purchase Price shall be reduced by the following amounts if this option is exercised within the following time after the Effective Date;
    - i) 20% within the first six (6) months;
    - ii) 10% between the first seven (7) and twelve (12) months, and
  - b) in either case, all payments on account of rent shall be credited toward the Purchase Price.
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 to have exercised the Option to Purchase and the balance of the Purchase Price together with any unpaid repair expenses shall be due and owing.

Signed:

\_\_\_\_\_  
The Owner

\_\_\_\_\_  
The Customer

**SCHEDULE**  
**Instrument Description**

Instrument: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
Accessories Included: \_\_\_\_\_

Woodwinds:		Brass:	
Mouthpiece:	_____	Mouthpiece:	_____
Neck Strap:	_____	Valve Oil:	_____
Chest Harness:	_____	Tuning Slide Grease:	_____
Cork Grease:	_____	Cleaning Cloth:	_____
Cleaning Cloth:	_____	Other: _____	_____
Cleaning Rod:	_____		
Pull-through Swab:	_____		
Other: _____	_____		

Name of Person using the Instrument if other than the Customer: \_\_\_\_\_  
\_\_\_\_\_

School Currently Attending (if applicable): \_\_\_\_\_

Condition of Instrument: New \_\_\_\_\_  
                                  Excellent: \_\_\_\_\_  
                                  Good: \_\_\_\_\_  
                                  Fair: \_\_\_\_\_  
                                  Poor: \_\_\_\_\_

Dents: No: \_\_\_\_\_ Yes: \_\_\_\_\_  
If yes, description of dents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lacquer/ 100% intact: \_\_\_\_\_  
Plating: 50-99% intact: \_\_\_\_\_  
          0-49% intact: \_\_\_\_\_  
Description of any damage: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use back of sheet if more space is required.