



Orchestra Instrument Contract

Windsmith Music, LLC
1305 Main St. #1020, Philomath, OR 97370 • (541) 609-1672 • www.windsmithmusic.com

Account # _____
Date _____

Parent/Guardian _____ Date of Birth ____/____/____ DL# _____ State _____ Soc Sec # ____-____-____

Street (billing) address _____ City _____ State _____ Zip _____

Phone _____ Email address _____ Add to mailing list? YES NO

Employer _____ Work phone _____ Ext _____

Student Name _____ School _____ Age _____

Student address (if different than parent/guardian): Street _____ City _____ State _____ Zip _____

2nd Parent/Guardian _____ Date of Birth ____/____/____ DL# _____ State _____ Soc Sec # ____-____-____

Nearest Relative _____ Phone _____

Nearest Relative Address _____ City _____ State _____ Zip _____

Instrument: _____ **Make/Model** _____
Serial # _____ **Instrument Value \$** _____
 New Nearly New Used

Deposit	\$ _____	SKU or item # _____
Book	\$ _____	_____
Stand	\$ _____	_____
Care Kit	\$ _____	_____
Other	\$ _____	_____
Other	\$ _____	_____
Total	\$ _____	
VISA/MC <input type="checkbox"/> DISC <input type="checkbox"/> AM-EX <input type="checkbox"/> CASH <input type="checkbox"/> CHK <input type="checkbox"/>		

IT IS UNDERSTOOD AND AGREED THAT:

- Equipment.** The undersigned renter hereby rents from Lessor, Windsmith Music LLC, the above described instrument.
- Rents.** Renter agrees to pay rent for the use of said property at the rate of \$ _____ per month, in advance, to the order of the Lessor. Lessor hereby acknowledges receipt of the sum of \$ _____ covering the period from _____ to _____. The first two months of rent are non-refundable. Renter will be required to pay monthly by automatic payment using a debit or credit card for the remaining period of rental. Lessor shall be entitled to collect a late fee of \$6 per month for any payment not made within 10 days from the date on which it was due.
- Term.** This agreement is "month to month" until Renter decides to return the instrument aforementioned in this agreement to the address described above. It is understood that this agreement is not rent-to-own.
- Responsibility.** The renter is responsible for the condition of the rental property as described above. If damaged, renter is responsible for repair and/or replacement if damaged beyond rental use, as determined by Windsmith Music. The sole responsibility of Lessor is to provide the instrument and maintain it under the T&R plan. Nothing further is indicated or implied. The agreement and/or instrument is not transferable without the written consent and acceptance of Lessor.
- T&R (Theft & Repair coverage).** Lessor will protect against theft and repair of the instrument subject to the following:
 - An instrument totally destroyed due to fire or lost through theft by break-in from a secured place (locked locker, locked home, etc.) will entitle Renter to terminate this agreement. Lessor shall be entitled to collect the value or damage from the Renter's homeowners insurance policy, if any, to the extent that the instrument is covered. Lessor shall determine negligence by reviewing police or school authority report. Theft loss must be accompanied by police and school official's report within 24 hours of date of discovery of loss.
 - If the instrument requires repair or deteriorates in performance, Lessor will repair and regulate it to proper playing condition without charge except in cases of Negligence, abuse or damage. This paragraph does not apply to deterioration of appearance which does not affect the performance of the instrument, such as scratches, minor dents and finish. Specifically excluded from this coverage are accessories, reeds, oils, drum heads, sticks, strings, and bow hair, unless determined by Windsmith Music.
 - Any claim for repair or replacement hereunder shall not be construed to alter or diminish the terms of the Agreement.
 - All repairs and replacements for which claims are made under this coverage must be made by Lessor. No others will be honored.
 - Total monthly payments (rent) must be current for T&R to be in effect.
- Termination.** This lease shall automatically terminate on expiration of the term or upon Renter's non-payment of rent, or by the Renter returning the instrument at any time after 90 days from the date hereof and paying all rents heretofore. Renter shall return the instrument to Lessor at Lessor's place of business above described.
- Address Change.** Renter agrees to notify Lessor of any change of residence address, or change of school attendance by the student, within 10 days of any such change.
- Indemnity.** Renter agrees to defend and hold Lessor harmless from costs of defense, if any, and any damages to persons or property caused by the rented property, or by its operation, and agrees to hold Lessor free and harmless of and from any and all claims and demands that may arise or be occasioned to any person or to any property by or through the use of said property for the term of this agreement or any renewal of this agreement.
- Assignment and transfer.** Renter may not assign or transfer this agreement or sublet said agreement to the property.
- Attorney's fees and expenses.** In the event that Lessor is compelled to incur any expense, including reasonable attorney's fees, in maintaining or defending any action or proceeding instituted by any default or failure of the undersigned to comply with this agreement, such expenses shall be the responsibility of the undersigned and shall be due immediately.
- Non-return.** Your keeping this instrument after termination of the agreement is theft. By depriving Lessor of the use of Lessor's instrument, you are damaging Lessor's ability to earn money. Lessor has the right to both file a criminal complaint and prosecute under Oregon Law (ORS 164.140), and sue for money, damages or either. Lessor may pick the instrument up at school, home, or business. There will be a \$30 charge for each collection attempt, for which Renter will be responsible, along with cost of any damage.
- Equity Transfer.** The Renter, keeping and performing each and every term, covenant and condition on part of the Renter to be made, paid, kept and performed, shall have the right to transfer no more than 50% of rent monies paid based on the following terms:
 - Renter is in good standing and current on all rent due for equity transfer to apply.
 - Equity transferred is applied to property that is of similar type, classified as an Orchestra Instrument, as the property that is aforementioned on this agreement.
 - The transfer of equity shall expire upon the termination of this agreement.

Last, First:

RENTER AGREES WINDSMITH MUSIC MAY CHARGE THE RENTER'S CREDIT CARD FOR DAMAGE DONE TO THE INSTRUMENT BEYOND NORMAL WEAR AND TEAR, MISSING PARTS AND ANY RENT DUE. Initial: _____

Renter acknowledges receipt of a copy of this agreement and agrees to all terms and conditions thereof.

X _____
Signature of Renter

Date

Staff ID _____ Please initial