

DESERT MUSIC FOUNDATION
A Committee under the Hi-Desert Cultural Center
Instrument Lease Agreement for Minor Participant (under age 18)

This Musical Instrument Lease Agreement is made between Hi-Desert Cultural Center, hereinafter "Lessor," and _____ (parent/guardian, hereinafter "Lessee," for the benefit of _____, hereinafter "Student."

The agreement covers a violin size _____, with ID number _____ for the period from October 2, 2014 through December 4, 2014.

1. Lessee shall return Student's instrument at the end of the lease period unless the lease is extended, in writing. The cost of renting the instrument is \$30.
2. There is an additional security fee of \$20 for the rental BUT Lessee is responsible for and promises to timely return the instrument, case, and bow in the same excellent condition it was in at the beginning of the lease period. If the instrument is not returned with all the accessories (bow, case, sponge, and humidifier) Lessee agrees to reimburse Lessor for any repairs or replacements that are necessary. Lessor may withhold the amount of the security fee necessary to replace or repair the instrument or its accessories. Lessor shall return the balance of the security deposit to Lessee within 15 days of the end of the lease period or time required to make repairs, if applicable. Lessor will provide reasonable periodic maintenance for the instrument as is considered by Lessor as necessary to maintain the instrument in good playing condition. Lessor's maintenance responsibility will include such procedures as key adjustments, flushing, and cork/bow hair replacement.
3. Lessee is responsible for normal daily maintenance procedures that maintain good playing condition. Such maintenance shall include replacing worn, damaged, or broken strings on string instruments. In the event of loss of the instrument or damage other than normal wear (not including the maintenance that is the responsibility of Lessor as per paragraph 2 of this agreement), whatever the cause, Lessee agrees to be and shall be responsible for the cost of replacement or repair. Lessee may choose, as its option, to insure the instrument under a homeowners or similar policy, in which case Lessee must insure the instrument, case and bow for not less than \$400.

4. Lessee agrees, without reservation of any kind, to be financially responsible for any necessary repairs and/or replacement of the instrument should the wear on the instrument exceed normal wear and tear or should the instrument be lost, stolen, or otherwise disposed of by Student or Lessee. Lessee and Lessor agree that the replacement value of the instrument, case, and bow, for the purposes of the financial obligation in this paragraph shall be \$400 (four-hundred dollars). Lessee also agrees to be financially responsible for the normal daily maintenance delineated in paragraph 3 of this agreement. _____ (initial)
5. Lessee understands that the security deposit is returnable upon the return of the instrument to the Lessor. Lessee also understands that Lessor may deduct the costs of repair of the instrument from the security deposit if that is necessary to meet the maintenance or other obligations of Lessee in paragraph 4.
6. Lessee agrees that should Lessor need to take legal action to retrieve the instrument from Student or Lessee or to receive reimbursement for repair or replacement of the instrument, Lessor shall collect attorney's fees and costs from Lessee in addition to the damage costs.
7. Lessee and Student acknowledge that the instrument is not to be in temperatures above 90 degrees Fahrenheit or below 50 degrees Fahrenheit. This means that the instrument is NOT to be left in an unattended vehicle. Failure to do so may damage the instrument sufficiently for Lessor to consider the instrument a total loss. _____ (initial)
8. Lessee agrees to keep a moisturizer with the instrument to prevent it from drying out in the desert's arid climate. Failure to do so may damage the instrument sufficiently for Lessor to consider the instrument a total loss. _____ (initial)

Date of signing: _____

Signature:

Lessee

Lessor (Hi-Desert Cultural Center)