

St. Martin Children's Strings Society Rental Agreement

Between

herein referred to as the "Rentee"

And

St. Martin's Children's Strings Society
herein referred to as the "Rentor"

herein referred collectively as the "Parties"

Dated this _____ day of _____ in the year _____, we the Parties hereby agree to the following terms regarding rental of a Violin, Viola, Cello or Guitar (the "Instrument") for use by a child of the Rentee (the "Student"). The purpose of this rental is to allow the Student to undertake instruction in use of the Instrument from an agent for the Rentor (the "Instructor"). Said instruction shall be referred to as a "Program". Furthermore, the Parties agree as follows:

- 1) The term of this agreement will begin on the Start Date as specified in Appendix A.
- 2) The term of this agreement will terminate on the End Date as specified in Appendix A.
- 3) It is the sole responsibility of the Rentee to ensure proper care of the Instrument for the duration of this agreement and at any subsequent times when the Instrument is in the Rentee's possession.
- 4) It is the sole responsibility of the Rentee to advise the Rentor of any damage pertaining to the Instrument while in the Rentee's possession.
- 5) The Rental Fee shall be payable by the Rentee to the Rentor on the Start Date of this agreement.
- 6) The Rental Deposit Fee shall be payable by the Rentee to the Rentor on the Start Date of this agreement. The Rental Deposit Fee shall not be deposited by the Rentor unless a repair under article 8 is required.
- 7) The Rental Deposit Fee shall be payable by the Rentor to the Rentee at the earlier of the End Date of this agreement or the Termination Date subject to article 8.
- 8) If the Instrument is not returned in similar condition to which it was first delivered to the Rentee by the Rentor, the Rentor at its sole discretion may deduct any amount up to the Rental Deposit Fee for repair or replacement of the Instrument.
- 9) The Student must be actively enrolled in a Program in order to have an Instrument rented on their behalf. If a Student ceases to be enrolled in a Program, the Rentee must immediately return the Instrument to the Rentor.
- 10) The Rentee is responsible for replacing the strings of their instrument at their own cost when necessary.

- 11) This agreement may be terminated at any time (the "Termination Date") by either party by
- a. providing written notice 30 days before termination is to take place, or by
 - b. providing written notice of intent to cease enrollment in a Program 30 days before termination is to take place.
- 12) This Agreement contains the entire understanding and agreement between the Parties and there are no other statements, representations, warranties or agreements between the Parties.
- 13) Any amendments to this Agreement must be in writing and signed by the Parties.

IN WITNESS WHEREOF the parties have executed this Agreement with effect from the date first written above.

(Rentor Signature)

(Rentee Signature)

(Rentor Name – Print)

(Rentee Name – Print)

(Contact Number)

(Date)

(Date)

Appendix A:

Start Date: The first day of rental shall be _____

End Date: The last day of rental shall be _____

Written Notice: Notice must be delivered to the other party in writing at least 30 days prior to the desired termination date.

Rental Fee: The fee for rental shall be _____
(This fee shall be non-refundable.)

Rental Deposit Fee: The fee for rental deposit shall be _____.

- * **Make cheques payable to 'SMCSS'.**
- * **Deposit cheques to be postdated for June 1st.**

Calculation of Rental and Rental Deposit Fee:

Serial # of Instrument	Instrument	Student	Rental Fee	Rental Deposit Fee
			\$50.00	\$150.00
			\$10.00	\$150.00
			\$10.00	\$150.00
			\$10.00	\$150.00

For Office Use Only;

File Number _____