Mid-Rio Grande Home School Band Instrument Rental Terms and Conditions

- 1. This agreement exists between the customer ("you/your") renting an instrument ("the instrument") and the Mid-Rio Grande Home School Band ("MRGHSB").
- 2. This instrument is not for sale. This is not a rent to own agreement. Ownership of the instrument shall at all times remain with MRGHSB.
- 3. Rental instruments from MRGHSB are available on a first come, first served basis and can be rented by you for up to three (3) years. A new rental agreement is required every twelve (12) months.
- 4. This agreement expires on the date shown on the first page of this form. All conditions must be met and the instrument returned to the director no later than seven (7) days from the expiration date. If you wish to continue renting the instrument, a new rental agreement must be completed.
- 5. You may terminate this agreement at any time by returning the instrument to the director. No refunds will be given. No party other than the director is permitted to accept the return of the instrument without prior authorization from the director. All conditions of returning the instrument must be met in order for your responsibility to cease.
- 6. You are fully responsible for the safety of the instrument. Rental fees are used to provide basic repairs and annual maintenance to the instrument. Such repairs and maintenance include but are not limited to: deterioration of physical appearance, adjustments of working or moving pieces, limited replacement of missing parts. Items specifically excluded from coverage by rental fees include but are not limited to: lubricants, mouthpieces, reeds, accessories, cleaning kits, and other consumable items. You agree to have all repairs on the instrument made by Mr. Bratcher (505-506-1328) or by another professional repair technician. You agree to any policies and procedures specific to Mr. Bratcher or other repair tech.
- 7. The instrument must be checked by Mr. Bratcher to ensure good working condition and appearance prior to returning the instrument regardless of length of rental agreement. Damage caused by any unauthorized work will be repaired at your expense by Mr. Bratcher or another professional repair technician. Any repair charges totaling more than the rental fee will be your responsibility. All repair charges must be paid in full at the time of the instruments return.
- 8. In the event of damage beyond repair, estimated repair charges beyond the value of the instrument, or theft/loss of the instrument, you are liable and agree to pay MRGHSB seventy-five (75) percent of the retail value of a new instrument similar in specification to the one rented, regardless of the instrument's age or condition. The director shall be the sole judge in all cases. Insurance is usually available through your home owner's policy.