



Kurt Jacob & Co Pty Ltd

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INSTRUMENT RENTAL AGREEMENT - TERMS & CONDITIONS

- 1 The instrument referred to herein always remains the property of Kurt Jacob & Co Pty Ltd. ("Us"). By signing this agreement You, the undersigned hirer, agree to the conditions on this schedule and you acknowledge that this agreement does not give you the right of ownership.
- 2 You agree not to sell, offer for sale, assign, mortgage, pledge, pawn, lend or otherwise deal with the instrument during the term of this hire.
3. You agree to notify us immediately, in writing, if Your CREDIT CARD details, home address or any other relevant personal details change or if the instrument is no longer kept at the home address stated in this agreement.
- 4 You acknowledge that this rental agreement does not give You the right to purchase the instrument at the end of the rental period. However, at our discretion this may be allowed within the first 6 months. If the purchase of the instrument is allowed, 15% of rental monies paid will be deducted as a service fee, the remainder will be deducted from the purchase price.
- 5 You are required to pay Us Hire Fee rates as outlined in this agreement monthly in advance.
- 6 You agree that if payment is not able to be deducted from your credit card and remains unpaid for a period of 14 days We have the right to recover the instrument from You without further notice. You will be responsible for all charges and costs We incur in seeking to recover Our instrument and hire fees.
- 7 You are responsible for all maintenance and repair work and for the replacement of consumable items such as reeds and strings. All maintenance and repair work is to be carried out by Kurt Jacob & Co Pty Ltd. The instrument is not to be serviced or repaired elsewhere. You are responsible for delivering the instrument to us for such maintenance.
- 8 Extra consumables supplied with the instrument e.g. cleaning cloths, reeds, strings, lubricants, etc. will be charged separately.
- 9 You are responsible for loss, theft or negligent damage of the instrument and we reserve the right to be indemnified from you for damages and costs and other related expenses. You must tell Us immediately, if the instrument is stolen, lost or destroyed. On the next payment date after that notice You must pay Us the termination value and any outstanding rental payments.
- 10 The Hire period is for 24 months with a **minimum Hire Period of three (3) months**. The first 3 months are payable on collection of the instrument and payment thereafter will be charged to your credit card monthly as it falls due. If You do not wish to continue hiring this instrument You must return the instrument before Your due payment date. If the instrument is not returned **BEFORE** the due date, the next months hire fee will be charged to your credit card.
- 11 **The instrument must be returned in good working order and in good repair.** Any costs incurred in repairing/servicing/replacing the instrument and any outstanding rental payments must be paid at this time. Any rental monies paid in advance will be held as a bond against the return of the instrument in good condition and to cover the cost of any replacement consumables.

Your Privacy: Your personal information given on this form is used for our record keeping whilst you have an instrument on hire with us and will not be given to any third party other than in the event of you defaulting on your hire agreement and a collection agent is required to act on our behalf to recover payment and or the instrument.

INSTRUMENT DETAILS

INSTRUMENT: _____ **MAKE/MODEL:** _____

SERIAL NO: _____ **RETAIL/REPLACEMENT VALUE:** _____

MONTHLY HIRE RATE: _____

HIRE START DATE: _____ **DUE DATE EACH MONTH:** _____

PLEASE FILL IN THE DETAILS ON THESE PAGES USING YOUR COMPUTER KEYBOARD

Retailer Details:

Store Name: _____ Salesperson: _____

Hirer Details

Name: _____

Home Address: _____

_____ State: _____ Post Code: _____

Phone: Home: (_____) _____ Mobile: 04 _____

Driver's Licence No: _____

Spouse or Partner Details

Name: _____

Mobile/Work No: _____ Driver's licence No.: _____

Employment Details:

Hirer

Employer: _____ Phone: _____

Full Time Part Time Casual How long employed? _____

Spouse or Partner

Employer: _____ Phone: _____

Full Time Part Time Casual How long employed? _____

Personal Reference: (Over 18 and not living with you)

Name: _____ Contact Phone: _____

Payment

Please charge my credit card monthly with the agreed amount as detailed in this agreement until the instrument is returned and all monies owing are paid.

Credit Card Visa Mastercard (select one)

Card Number: _____ Expiry Date ____ / ____

Name of Cardholder: _____ CVN _____

Cardholder Signature: _____

I have read and agree to the terms and conditions detailed in the rental agreement, I am over 18 and acknowledge my acceptance of responsibly for this musical instrument whilst on hire to me.

Signature: _____

Witness/Salesperson Signature: _____

Date: _____