

### Rental Terms and Conditions

In exchange for the rental of the instrument outlined above by Heartstrings Ed., Renter agrees to the following:

Upon signing this Agreement, he/she shall be responsible for session's rent at the rate specified below. Renter understands that this amount is non-refundable even if the instrument is returned prior to the rental period expiration. Renter further agrees that the rental rate will be charged to the credit card listed below on the first day of the session.

The instrument shall be rented to Renter in good working condition. Upon receipt, Renter shall inspect the instrument. Renter shall be deemed to have inspected and acknowledged that the instrument is in good working condition, unless notice of any defect or damage is provided to Heartstrings Ed. within 3 days after receipt of the instrument.

Renter will, at Renter's sole expense, keep and maintain the instrument clean and in good working order and repair during the rental period. In addition, Renter shall use the instrument in a careful and proper manner, and only for its intended purposes.

In the event Renter elects to return the instrument prior to the end of the session, Renter shall return the instrument to Heartstrings Ed. in good condition and working order, normal wear and tear excepted, as it was at the commencement of the Agreement.

In the event the equipment is lost or damaged beyond repair during the rental period, Renter shall be responsible to pay Heartstrings Ed. the full replacement value of the instrument or equipment included. Heartstrings Ed. is hereby authorized to charge Renter's credit card for any such charges. In the event that Heartstrings Ed. is required to take any action against Renter to enforce this Agreement, Renter agrees to pay all costs, including reasonable attorneys' fees, collection fees, and accrued interest.

During the rental period, the equipment is and shall at all times remain the property of Heartstrings Ed. Neither this Agreement nor Renter's rights hereunder are assignable except with Heartstrings Ed.'s prior written consent.

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement may only be modified in writing and must be signed by both parties.

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement. The acceptance of rent by Heartstrings Ed. does not waive its right to enforce any provisions of this Agreement.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make that provision valid, then such provision shall be deemed to be construed and so limited.

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

I have read and accept the terms of this Agreement.

Renter Signature:

\_\_\_\_\_ Date: \_\_\_\_\_