



Phone: 1-718-784-6470 Fax: 1-718-784-6474  
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**BEST INSTRUMENT RENTAL SERVICE, INC.**

("we", "us"), a New York Corporation, hereby rents the musical instruments and related equipment ("the gear") described in the attached invoice # \_\_\_\_\_ to \_\_\_\_\_ ("you") in consideration of the sums due under said invoice and the terms and conditions enumerated below.

Your acknowledgement and approval of your proposal or your acknowledgement and execution of this Agreement constitutes your acceptance of the following terms and conditions:

You will use the gear only for the purpose of one or more musical performances or rehearsals as specified in the attached invoice. You will not move or transport the gear to any location other than its original destination from our shop without our written permission. You will maintain the gear in the same condition in which you received it, normal wear and tear excepted. You will return the gear to our custody at the conclusion of the events specified in the attached invoice. You will be responsible for the repair or replacement, at our discretion, of any gear damaged, lost or stolen in the course of this rental by anyone other than our employees. The latter class includes members of the general public who are not your agents or employees. You indemnify us and hold us harmless against any and all liabilities or claims arising from the use, condition or operation of the gear. You will reimburse us for any monies we advance to make good your obligation under this Agreement. Your failure to make timely payment or observe any other condition under the terms of the attached invoice and this Agreement will constitute a default by you under this Agreement. In the event of a default by you, we may; declare all unpaid amounts under this Agreement immediately due and payable; terminate the Agreement, while preserving our rights enumerated herein; and take possession of the gear, and bill you for any extraordinary expenses we incur. All remedies under this Agreement are cumulative. Our waiver of any particular remedy does not compromise our rights under the other remedies available to us under this Agreement. You hereby waive your rights to any formal notice and hearing regarding a default on your part under this Agreement. You will reimburse us for any attorneys' fees we incur to cure a default under the terms of this Agreement. This Agreement cannot be assigned by you to any other party. This Agreement is construed in accordance with the laws of the State of New York. This Agreement and the attached invoice constitute the complete understanding of this transaction. This Agreement can only be modified in writing, subject to the concurrence of both you and us.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For: BEST INSTRUMENT RENTAL SERVICE, INC.

For \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_