



Instrument Lease Form

This lease agreement made this ____ day of _____ between Sight & Sound (here-in-after referred to as the "Owner") of the first part and:

Mr. Mrs. (Surname) _____ Given Names (use full legal names) _____
 Present Address _____ City/Town _____ Province _____
 Postal Code _____ Phone _____ How Long At This Address _____
 Present Employer _____ Occupation _____
 Employer Address _____ Phone _____
 Spouse's Name _____ Spouse's Employer _____
 Name of School _____ Name of Student _____
 Name of Band Director _____

Sight and Sound may collect rental payments by pre-authorized payment from my:
 VISA MasterCard American Express Bank Acct: (attach void cheque)

VISA _____
 MC _____
 AMEX#: _____

EXPIRY DATE Month _____ Year _____ _____
Signature

Personal Reference

Name _____ Address _____
 Phone _____ Occupation _____ Relationship _____

1. LEASE: The Owner hereby leases to the Customer, and the Customer hereby leases and hires from the Owner the following:

Instrument _____ Make _____
 Model _____ Serial# _____
 Value _____

Rental Fee	
HST	
Instrument Protection Plan	
Total	

(The first two months rent is non-refundable)

2. TERM: This lease agreement shall extend for a period of 24 months commencing on the date of execution of this agreement.

3. RENT: This lease agreement shall pay to the Owner, rental fee plus taxes in advance commencing on the ____ day of _____ and payable every two months thereafter on the due date of the Contract.

4. **IN WITNESS** whereof, the parties hereto have executed this agreement the day and year first above written.

Care Kit _____	
Reeds _____	
Other _____	
Sub Total _____	_____ Client Signature
HST _____	
Sub Total _____	
Books PST Exempt _____	_____ Sight & Sound Representative
HST _____	
Rental Due _____	
Total _____	

Please Read the Following Rental Terms

5. **ACCEPTANCE** The Customer acknowledges that he has fully inspected and accepted the instrument in good condition and repair and further acknowledges he has read and understands the terms and conditions of this agreement.

6. **CUSTOMER** Agrees that the Owner may charge overdue rental payments by method of Visa or Master Card.

7. **OWNERSHIP** The Instrument is and shall at all times be and remain the sole and exclusive personal property of the Owner but the Customer shall have the right to use the same except as expressly set forth in this lease agreement.

8. **USE** The Instrument shall be used only for the purpose for which it is intended and for no other purposes.

9. **REPAIR & LOSS** During the term of this lease agreement the Customer shall bear the expense and cost of any loss or damage to the instrument howsoever caused and the Customer shall at his own expense keep the instrument in good and workable condition and shall make all necessary repairs required thereto, provide, however, all repairs of whatsoever nature and kind shall be made by the Owner, it's servants or agents at the Owner's place of business or by such persons as may be approved in writing by the Owner, and in any event, the cost of all such repairs shall be paid by the customer within 15 days of the date of an invoice from the Owner to the Customer for such repairs.

10. **CANCELLATION** The customer shall have the right to cancel this lease agreement at any time after the expiry of the first two months of the term hereof, on the following conditions:

- a) The instrument shall be returned forthwith to the Owner at appropriate address listed below, with all shipping and/or postage charges and insurance prepaid.
- b) The instrument shall be returned in good and workable condition, reasonable wear and tear only excepted; and
- c) The Customer shall pay the cost of any repairs to the Instrument which the Owner, in it's sole opinion, deems necessary to place the instrument in a good and workable condition.
- d) That the rent is paid to the current 2 month period.

11. **SURRENDER** Upon the expiration of the term of this lease agreement, the Customer shall deliver the instrument to the Owner at the noted address with all shipping and/or postage charges and insurance prepaid.

12. **DEFAULT** If the customer shall default in the payment of any rental or repair cost as hereinbefore provided or if the Customer attempts to remove or sell or part with possession of the Instrument, then, and in either such event, the Customer shall, upon the demand of the owner, forthwith deliver the instrument to the Owner at the cost and expense of the Customer to such place as the Owner shall designate, and/or the Owner may without notice to the Customer enter upon any premises of the customer and repossess the instrument and thereafter the Customer shall be responsible for the cost and expense of the Owner taking possession, reconditioning and selling or otherwise disposing of the instrument.

13. **PURCHASE OPTION** The Customer may purchase on an "as is, where is" basis within 24 months of signing of this agreement by:
a) Payment of the contract price, LESS the rental already paid; with an additional discount of 20% OFF the Contract balance if paid within the first

6 months or 10% OFF the Contract balance if paid within the 7th to 12th month of this Instrument Lease Agreement.
b) Payment of all outstanding interest and repair costs.

14. ASSIGNMENT The Customer shall not assign lease agreement or the interest of the Customer hereunder without the prior written consent of the Owner, and neither this lease agreement for any interest therein is assignable or transferable by operation of law.

15. INTERPRETATION This agreement is a lease agreement only and the Customer shall not have or acquire any right, title or interest in the Instrument except upon proper exercise of the Option to Purchase.

16. NOTICES Service of all notices under this lease agreement shall be sufficient if given personally or mailed to the party involved at it's respective address, or at such address as such party may provide in writing from time to time.

Williams Lake
299 Oliver Street
Williams Lake, B.C.
V2G 1M2
Tel: (250) 398-8522
Fax: (250) 398-8225

Kitimat
216 City Centre
Kitimat, B.C.
V8C 1T6
Tel: (250) 632-5000
Fax: (250) 632-6269

Prince George
Gingerbread Toys
7086 Domano Blvd.
Prince George, B.C.
V2N 3Z4
Fax: (250) 964-4359

Prince George
Gingerbread Toys
6553 Hart Hwy
Prince George, B.C.
V2K 3A4
Tel: (250) 962-4354

Terrace
4716 Keith Avenue
Terrace, B.C.
V8G 4K1
Tel: (250) 635-5333
Fax: (250) 635-3491

SIGHT & SOUND

For Account Inquiries call

1-800-663-3183 or 250-635-5333 **Fax:** 250-635-3491

EMAIL: band@sight-and-sound.ca

or visit us online at www.sightnsound.ca

