



INSTRUMENT LEASE

YOUR ENTERTAINMENT CENTRE

This lease agreement made this _____ day of _____ between Sight & Sound (hereinafter referred to as the "Owner") of the first part and: MONTH/YEAR

Mr.	Mrs.	Surname	Given Names (use full legal names)		
Present Address (Street & Mailing)				City/Town	
Province	Postal Code	Phone	Email Address		
Present Employer		Address	Phone	Occupation	
Spouse's Name			Spouse's Employer		
Name of School			Name of Student		

PAYMENT OPTIONS

Sight & Sound may collect rental payments by pre-authorized payment from my bank or credit card.

Pre-authorized Debit (attach void cheque) _____

Payment Date Options for Pre-authorized Debit:

10th of month _____ 15th of month _____ 20th of month _____ 25th of month _____

Credit Card _____ (Payment date will be 10th of month)

VISA / MC / AMEX #: S/C: EXPIRY DATE: MM YR

SIGNATURE: _____

PERSONAL REFERENCE: (RELATIVES, close friends, or associates not residing with Applicant.)

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 No.: _____

Value: \$ _____

RENTAL FEE INCLUDES 5% GST / 7% PST	
PROTECTION PLAN INCLUDES 5% GST / 7% PST ACCEPTED _____ DECLINED _____	
TOTAL	

2. **TERMS:** This lease agreement shall extend for a period of 48 months commencing upon the date of execution of this lease agreement and is cancellable at any time, except for the first two months, by returning the instrument to Sight & Sound. At the end of the 48 month lease agreement you have the option to pay out any remaining balance or to return the instrument to Sight and Sound

THE FIRST TWO MONTHS RENT IS NON-REFUNDABLE

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 Contract. MONTH/YEAR

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



YOUR ENTERTAINMENT CENTRE

For Account Inquiries call

1-800-663-3183 or 250-635-5333 FAX: 250-635-3491

E-MAIL: band@sight-and-sound.ca

or visit us online at www.sightsound.ca

PLEASE READ RENTAL TERMS CONTINUED ON REVERSE

White: Accounting Copy Yellow: Customer Copy

2018 Mills Office Productivity Form L0619-2

X _____
Signature: Customer

X _____
Signature: Sight & Sound Representative

RENTAL TERMS CONTINUED:

- 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 Mastercard.
- 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 a 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, its 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:
- The instrument shall be returned forthwith to the Owner at appropriate address indicated below, with all shipping and/or postage charges collect.
 - The instrument shall be returned in good and workable condition, reasonable wear and tear only excepted; and
 - The Customer shall pay the cost of any repairs to the instrument which the Owner, in its sole opinion, deems necessary to place the instrument in a good and workable condition.
 - That the rent is paid to the current 2 month period.
- 11. SURRENDER:** The Customer shall deliver the instrument to the Owner at the noted address with all shipping and/or postage charges collect, if no longer required.
- 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 for 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.
- 13. PURCHASE OPTION:** The Customer may purchase the instrument on an "as is, where is" basis within 48 months of the signing of this agreement by:
- 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.
 - 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 its respective address, or at such address as such party may provide in writing from time to time.
- You may request your monthly statement or buyout at any time by contacting our head office at 1-800-663-3183.
- 17. PAYMENTS:** Credit card payments will be taken on the 10th of the month. Pre-authorized debit will be taken either on the 10th, 15th, 20th, or 25th of the month as per your request. There will also be an NSF (non-sufficient funds) charge of \$10 if funds are not available at the time of payment for pre-authorized debit customers only.
- 18. INSTRUMENT PROTECTION PLAN (Optional):** Whereas Sight & Sound rents new & used musical instruments to students and others in British Columbia, the plan, if chosen, witnesses that Sight & Sound will:
- if the instrument is stolen or lost in fire, pay the first \$1000.00 of its value. Sight & Sound will require reasonable proof of theft or loss due to fire, and that a report be filed with the local police within 48 hours.
 - repair the instrument to its original playability if accidentally damaged. Willful damage or negligence is not covered.
 - maintain the instrument in playable condition. This does not include replacement of expendable items such as reeds, mouthpieces and cleaners.

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