



**PACIFIC WINDS MUSIC, LESSOR**  
 791 W. 8th Avenue  
 Eugene, OR 97402  
 (541) 343-5660

Where You're Always First Chair

# LEASE AGREEMENT

The musical instrument described below is leased to the LESSEE under the following terms:

- 1. Term.** The lease begins on \_\_\_\_\_ and ends on \_\_\_\_\_.
- 2. Receipt of instrument.** LESSEE acknowledges receipt of the instrument in good working order and repair. LESSEE agrees to pay for the loss of or any damage to the instrument beyond normal wear and tear. In the event the instrument is lost or damaged beyond repair, LESSEE agrees to pay LESSOR \$\_\_\_\_\_. PACIFIC WINDS' opinion as to the reparability of a damaged instrument shall be controlling.
- 3. Accessories & Repairs.** Accessories are considered expendable items and are not covered under this agreement. The LESSEE agrees to purchase replacement items as needed to keep the instrument in proper playing condition. All servicing and repairs of lease instruments are to be performed by Pacific Winds staff. Unauthorized repairs may result in additional expense to LESSEE.
- 4. Optional Loss Protection.** LESSEE may, at their option, obtain protection against accidental damage, fire & theft. The LESSEE is responsible for filing the proper police or fire department report within 72 hours of the incident, and must list Pacific Winds as "victim". A copy of the report must be submitted with any claim. Failure to file a report will void the protection. Cost of protection is \$\_\_\_\_\_ and is payable at the beginning of the lease. Loss Protection is non-refundable, and expires on the termination date of the lease. **Malicious damage is not covered.** If you (LESSEE) decline the optional loss protection, you agree to pay all costs related to the accidental damage and/or replacement of the instrument in the event of theft or fire. I decline the coverage and accept the terms above \_\_\_\_\_ (initial).
- 5. Return of Instrument.** LESSEE agrees to return the leased instrument in good order promptly at the expiration of the lease period.
- 6. Lease Credit.** At the end of the lease, LESSEE receives an additional 10% discount off the purchase price of a new or used instrument owned by Pacific Winds. Lease credit must be used within 30 days of the termination date of the lease or it is waived.
- 7. Late Fees.** A late fee of \$3.00 per day will be assessed if the instrument is returned after the ending date of the lease.
- 8. Title.** The legal title and ownership of the instrument shall at all times be vested in PACIFIC WINDS. LESSEE agrees to not allow any third party to obtain possession of the instrument without the prior written consent of PACIFIC WINDS. This agreement is a lease only. LESSEE does not acquire any right, title or interest to the instrument other than the right of possession during the term of this agreement.
- 9. Refunds.** Once the lease instrument is delivered, there will be **no refunds for returns made prior to the end the lease term.**
- 10. Collection.** In any event LESSOR is required to hire an attorney or collection agency to re-obtain possession of the instrument or if any controversy arises with regard to the lease, the prevailing party in any legal proceeding shall be entitled to recover its collection costs or other reasonable attorney fees incurred with such proceeding.
- 11. Right to possession.** Upon Default: If LESSEE fails to return the instrument, LESSOR shall be entitled to take possession of the instrument, wherever located, with or without process of law and may enter upon any premises of the LESSEE without liability and remove the instrument.

**PLEASE PRINT LEGIBLY**

CUSTOMER NAME \_\_\_\_\_ SPOUSE'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DRIVER'S LICENSE # \_\_\_\_\_ EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

CUSTOMER'S EMPLOYER \_\_\_\_\_ WORK PHONE \_\_\_\_\_

SPOUSE'S EMPLOYER \_\_\_\_\_ WORK PHONE \_\_\_\_\_

STUDENT'S NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_

MUSIC TEACHER \_\_\_\_\_

LOCAL CONTACT (Give Name and Phone Number)

RELATIVE/FRIEND \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

- Bank Card
- Cash
- Check
- # \_\_\_\_\_

LEASE PAYMENT DUE UPON DELIVERY		
OPTIONAL LOSS PROTECTION		
CARE KIT		
MUSIC STAND		
MUSIC BOOK		
<b>TOTAL</b>		

MAKE ---TRADENAME	DESCRIPTION OF EQUIPMENT	SERIAL NUMBER	RETURNED