

**Syracuse Arts Academy
Music Equipment Lease Agreement
For Students Using SAA-Owned Musical Equipment**

Student Name: _____ Grade: _____

Parent/Guardian Email: _____

Home Phone: _____ Work Phone: _____

Syracuse Arts Academy (“SAA”) hereby leases to the undersigned student (the “Student”) and the Student’s parent/guardian the musical equipment described below (the “Musical Equipment”) for the Student’s use in the SAA music program for a term running from the first day of February until the last day of the SAA music programming in the current school year or until the Student quits or is expelled from the SAA music program, whichever happens first.

Instrument: Acoustic ¾ Guitar

Serial Number: _____

Condition of the instrument: new excellent good fair poor

Condition of the case: new excellent good fair poor

Description of condition:

Replacement Value: Instrument \$100.00 Instrument Case \$40.00

Music Equipment Responsibilities

SAA leases the Musical Equipment to the Student and the Student’s parent/guardian on the following terms and conditions:

1. The Student may only use the Musical Equipment for SAA activities and functions approved by the SAA Music Specialist.

2. SAA intends to lease Musical Equipment that is in good working order with all working parts. If there is something wrong with the Musical Equipment issued to the Student, the Student must report the problem to the SAA Music Specialist immediately so that the Musical Equipment may be repaired or, in SAA’s discretion, replaced.

3. The Student must return the Musical Equipment in as good condition as it was in at the beginning of the lease, less normal wear. The Student and the Student’s parent/guardian must therefore ensure that the Musical Equipment is taken care of properly and properly maintained, including performing general upkeep. General upkeep includes basic cleaning and maintenance such as wiping off fingerprints, tuning, proper storage, and the replacement of strings that break through misuse, i.e. over-tightening, pulling too hard, or other forceful abuse.

4. The Student or the Student's parent/guardian must pay to repair any damage to, replace any missing parts for, and replace any lost or stolen Musical Equipment. In the event repairs are required, SAA will have the repairs performed at a shop of its choice. Damage includes, but is not limited to, dents, breaks, scratches, broken strings, loss of parts, tears, and water damage.

5. SAA understands that normal wear will occur, and such normal wear will not be considered damage. The existence of damage beyond normal wear will be determined in the sole discretion of the SAA Music Specialist in consultation with the SAA Principal.

6. If the Musical Equipment is damaged beyond repair, or if the Musical Equipment is lost or stolen, the Student and the Student's parent/guardian must pay the full replacement cost of the Musical Equipment set forth above. The need to replace damaged Musical Equipment will be determined in the sole discretion of the SAA Music Specialist in consultation with the SAA Principal.

7. Repair or replacement costs will be billed to the Student's parent/guardian. **The entire amount billed by SAA for repair or replacement is immediately due.** Substitute musical equipment may not be provided in lieu of payment of the repair or replacement costs for the Musical Equipment.

8. The Student and the Student's parent/guardian acknowledge that if they did not agree to all of the terms in this agreement, SAA would not lease the Musical Equipment to the Student.

By signing below, the Parent or Legal Guardian of the Student fully and irrevocably guarantees all the obligations of the Student under this agreement and agree to promptly fulfill all obligations hereto contained in this agreement, including attorney fees and court costs.

Student Signature

Date

Parent/Guardian

Date

Student name (Printed)

Parent/Guardian name (Printed)