



# Instrument Loan Agreement

Date: \_\_\_\_\_

vintageTEK Org (hereafter referred to as vintageTEK) will loan instruments in its library to students ages 10 years and older and to adults. Loans are for a maximum of 4 weeks and that term may be renewed for additional periods in person, by phone, or email. Instruments must stay in the general Portland metropolitan area unless explicitly agreed to in writing.

### Borrower Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

If Student:

School: \_\_\_\_\_ Age: \_\_\_\_\_ Grade: \_\_\_\_\_

Project: \_\_\_\_\_

### Instruments Loaned

<u>Item</u>	<u>S/N</u>	<u>Accessories</u>	<u>Value</u>

Instruments loan begins on: \_\_\_\_\_

Instruments to be returned by: \_\_\_\_\_

Loan renewals:

Date renewed: \_\_\_\_\_

New date: \_\_\_\_\_

Initials: \_\_\_\_\_

Instruments returned: \_\_\_\_\_ Initials: \_\_\_\_\_

Late fee: none / received / waived (cross out two) Initials: \_\_\_\_\_

Instruments must be picked up and returned to the museum during normal business hours unless other arrangements have been previously made.

If the borrower returns the instruments past the due date or the next regular open day past the due date, the borrower will pay the museum \$7.00 for each day or partial day the instruments are past the agreed return date.

**Equipment Condition**

Instruments are used and have been checked out to be in proper working condition. Borrower agrees to return the instruments in at least the same condition. If the instruments or accessories are damaged while in their possession, the borrower will be responsible for the cost of repair or replacement. If the instruments or accessories are lost while in the borrower’s possession, the borrower is responsible for the fair market value of the instruments.

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**Use of Instruments**

Borrower acknowledges that use of these instruments creates some risk of personal injury to the borrower or third parties, as well as a risk of damage to property, and borrower expressly assumes that risk. Borrower therefore agrees to use the instruments safely and only in the manner for which they are intended to be used. vintageTEK is not responsible for any personal injury or property damage resulting from borrower’s misuse, unsafe use, reckless use, or unattended use of the instruments. Borrower will indemnify and defend vintageTEK from and against any damage claims arising from these instruments.

**Agreement and Notices**

This is the entire agreement between parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This agreement binds and benefits the heirs, successors, and assignees of the parties. All notices must be in writing. A notice may be delivered to a party at the address listed on this agreement and must be delivered in person or by certified mail. This agreement will be governed by and construed in accordance with the laws of the State of Oregon.

**Waiver and Severability**

If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

**Signatures**

vintageTEK: \_\_\_\_\_ Borrower: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian if borrower is under age 18: \_\_\_\_\_