



MUSICAL INSTRUMENT / EQUIPMENT LOAN AGREEMENT

Agreement No : _____
Start Date : ___/___/___
End Date : ___/___/___

The owner: Georgia Perimeter College, Fine Arts Division (Clarkston Campus)

555 N. Indian Creek Drive, Clarkston, GA 30021 Tel: (678) 891- 3556 fax: (404) 299 - 4271

Please print clearly:

The Borrower:

First Name: Social Security No. ____ - ____ - ____
 Last Name: Student ID No. _____
 Address:
 Telephone Number: () ____ - ____ Fax: () ____ - ____ Cell: () ____ - ____
 email: _____@_____
 Employer: Work Telephone: () ____ - ____
 Address:

Emergency contact:

First Name:
 Last Name:
 Address:
 Relationship to the Borrower: _____
 Telephone Number: () ____ - ____ Fax: () ____ - ____

Instrument / Equipment Type: _____	Condition: _____
Manufacturer: _____ Serial No: _____	GPC Inventory No. _____
Additional Accessories included: _____	Condition: _____
	Condition: _____
Estimate Total Retail Value: US \$ _____	Rental Fee: __ \$25 - Semester
	__ \$15 - Summer
Make your check/money order payable to: <i>Fine Arts Fund Georgia Perimeter College Foundation</i>	__ FREE - Short term

The terms and conditions of this agreement are as follows:

1. You (borrower) may loan Instrument / equipment mentioned above for use with GPC Fine Arts performing group ONLY.
2. If you (borrower) miss two sessions (rehearsals/performances) in a row without notifying your director you will be asked (in writing or over the phone) to report mentioned above instrument/equipment to the person who issued such equipment to you. In case of third subsequent unexcused absence you are required to return the loaned equipment **immediately**. Failure to follow these instructions will result in administrative actions such as placing the hold on you college records (if you are a GPC student) and/or necessary recovery procedures will be turned to the college (or) state police officials.
3. You (borrower) may end this agreement at any time, by returning the instrument in condition you received.
4. You (borrower) are responsible for any loss or damage of the described above instrument/equipment. It is your responsibility to ensure the instrument adequately (optional).
5. Loss or damage must be notified to GPC representative, who authorized this loan. **If the instrument is lost or stolen, you (borrower) must compensate the estimate total retail value cost of the instrument in full.**

6. You (borrower) shall return loaned instrument/equipment to GPC Fine Arts Division in substantially the same condition as when first received.
 7. If the instrument is returned in a damaged state, you (borrower) must pay the estimated cost of repairs or the depreciation.
 8. Any repair work must be reported and pre-approved by the Chairman of the Fine Arts Division.
 9. To be exempt of covering the cost of repairs due to pre-existing conditions (prior to this loan), examine the instrument thoroughly before signing this agreement.
 10. You (borrower) must keep the instrument in good condition and take all reasonable precautions against accidental damage or loss. Instruments must be kept in the original case supplied.
 11. This agreement will run for a one **semester** under condition of your (borrower's) full compliance with all terms of this agreement.
 12. If you (borrower) fail to comply with these terms and conditions, the owner (Georgia Perimeter College) may terminate this agreement by giving written or verbal notice to you (borrower). In that event the instrument must be returned immediately.
 13. **You (borrower) must inform us of any change** of address, telephone numbers, email etc.
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14. **CONTRACT:** The foregoing agreement does not allow for your (borrower's) termination at any time within the term.
15. **ASSIGNMENT:** Borrower shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this agreement (or any interest therein) or, (b) sublet or lend the equipment, or permit it to be used by anyone other than borrower) without prior written consent of *GPC Fine Arts Division*.
16. **INDEMNITY:** Borrower shall indemnify *GPC Fine Arts Division* against and hold *GPC Fine Arts Division* harmless from any and all claims, actions, proceedings, expenses, damages and liabilities (including attorney's fees) arising in connection with the equipment including, without limitation, its possession, use, operation, or return and the recovery of claims under insurance policies thereon.
17. **ACCEPTANCE OF EQUIPMENT:** Unless within (5) five days after receipt of the equipment, borrower gives *GPC Fine Arts Division* written notice specifying any defect in, or other valid objection to the equipment, it shall be conclusively presumed, and be valid evidence as between borrower and *GPC Fine Arts Division* that said equipment was "in good condition" when received and that borrower has accepted, and approved said equipment and is satisfied that the equipment constitutes the equipment specified in the agreement. Thereafter, borrower shall maintain said equipment in working condition.
18. **DEFAULT AND REMEDIES:** Borrower shall be in default hereunder for failure to pay, when due, any sum due to *GPC Fine Arts Division* or failure to perform any other obligation owing to *GPC Fine Arts Division* or if any bankruptcy or similar proceedings under federal or state law shall be filed by or against borrower or if borrower makes any assignment for the benefit of its creditors. Upon the occurrence of any such default *GPC Fine Arts Division* may at any time during the continuance thereof, and in addition to all other rights and remedies available herein, at law and inequity, (1) terminate the loan of all instruments/equipment rented to borrower; (2) require customer to return all loaned, or repossess all such instruments/equipment, and/or (3) recover from customer all amounts payable hereunder, (4) sue for and recover all rents and other amounts then due, or thereafter accruing under the terms of this contract; (5) take possession of any, or all of the equipment, wherever it may be located, without demand or notice, without any court order or other process of the law, and without incurring any liability to borrower for any damages occasioned by such taking of possession; (6) pursue any other remedy not, or hereafter, existing at law or in equity notwithstanding, any such action that *GPC Fine Arts Division* may take, including taking possession of any, or all of the equipment borrower shall remain liable for the full performance of all of its obligations hereunder provided, however, that if *GPC Fine Arts Division* in writing, terminates this contract as to any item of equipment, borrower shall not be liable for renting respect of such item accruing after the date of such termination.. *GPC Fine Arts Division* shall not have any duty to account to borrower for the proceeds of any disposition of equipment subsequent to return or repossession. No waiver of any default shall waive any other or subsequent default. Borrower shall reimburse *GPC Fine Arts Division* for all costs and expenses incurred by *GPC Fine Arts Division* in enforcing its rights hereunder, including reasonable attorney's and legal fees.
19. **MISCELLANEOUS:** the rental rate is fixed for said minimum term (see the **End Date**). The rights of *GPC Fine Arts Division* and the borrowers shall be governed by the laws of the State of Georgia.
20. **SOLE AGREEMENT:** The above terms and conditions are the only terms and conditions upon which *GPC Fine Arts Division* is willing to loan the instruments/equipment. Any additional or different terms in any order or other response by Borrower shall be deemed objected to by *GPC Fine Arts Division* without need of further notice of objection, and shall be of no effect or in any way binding upon *GPC Fine Arts Division*. No waiver, alteration or modification of any of the provisions hereof shall in any event be effective or binding upon *GPC Fine Arts Division* unless in writing and signed by a duly authorized employee of *GPC Fine Arts Division*.

Thank you for your cooperation!

Borrower's Acknowledgement:

I _____ hereby acknowledge that I have received on loan from the Fine Arts Division of Georgia Perimeter College the musical instrument, accessories or other equipment described above. Said equipment was received by me in good (working) condition except as noted above.

I agree with all terms and conditions described above and understand that I am fully liable for loss or damage, which may result from any cause while this agreement remains in force and that any repairs made to this instrument (equipment) while it is in my possession, must be approved in advanced by the Chairman of the Fine Arts Division.

I further understand that said instrument (equipment) **must be returned whenever requested** by the Fine Arts Division, but in any event the equipment must be returned or this agreement renewed no later than **End Date** of this agreement. Failure to do so will result in a **HOLD being placed on my records** at Georgia Perimeter College (for GPC students only) and the recovery of this equipment turned over to the **College's Security** for processing of recovery/legal actions.

Please attach copies of two valid photo ID's with this agreement:

- 1) __ Driver's license
- 2) __ GPC Student ID/ __ Credit Card

Borrower's Name: _____	Signature: _____	Date: __/__/__
Supervisor's Name: _____		
Authorizing Signature: _____	Date: __/__/__	

Instrument / Equipment Return	
Accepted by: _____	Date: __/__/__