



Lute Society of America

Lute Rental Program

LUTE RENTAL AGREEMENT

Date: _____

The Lute Society of America hereby rents instrument # _____, valued (with its case) at \$ _____ to:

Name: _____ Home Phone: _____
Address: _____ Cell Phone: _____
_____ Email: _____

By signing this *Rental Agreement*, the renter indicates that s/he understands and fully agrees with and to the terms of this agreement, that:

1. Instruments are rented only to current members of *The Lute Society of America* (LSA). As such, renters agree to maintain active, current (fully paid) membership in the LSA *throughout the entire time they are renting an instrument*. LSA membership runs from January – December of each calendar year. Membership dues are currently \$65 for one year (\$40 for students) regardless of the actual date in that year the individual joins the LSA.
2. A refundable security deposit of **\$300.00** is required to rent an instrument. The deposit is *refundable* if: (a) the initial minimum rental period (below) is met, and; (b) the instrument and its case is returned to the program in the same condition in which the renter took possession. If the lute or its case is damaged, the deposit will help cover the cost of repairs and these costs will be the renter's responsibility unless the fault is shown to be inherent in the instrument or case. If the repair costs do not exceed the amount of the deposit, the remainder will be refunded to the renter when the repairs are complete and the invoice for those repairs has been paid by the LSA. If the repair costs exceed the amount of the deposit, the renter agrees to reimburse the LSA for the difference. A qualified luthier chosen by the LSA Lute Rental Program Director must complete all repairs.
3. The minimum *initial* rental period is one (1) year. Therefore the renter understands and agrees that *the \$300 security deposit will be forfeited for rentals of less than one full year*. Upon completion of the initial one-year rental period, the renter understands, if s/he wishes to continue the rental, that the instrument is rented on a month-to-month basis and that all other provisions in this agreement covering instrument rental continue.
4. Besides routine maintenance, replacement of broken strings will be the renter's responsibility and at his/her cost. Should strings need replacement, the renter agrees to contact the Rental Program Director who will coordinate string selection and order placement between the renter and the approved string vendor with whom the LSA has an account. The renter agrees that s/he will not install new strings on the instrument without the approval of the Director as installing strings made for other instruments (guitars, etc.) can damage the rental instrument.
5. The renter is expected to carry a homeowner's or renter's insurance policy covering the above-stated value of the instrument and its case with this insurance being in effect *throughout the entire duration of the rental period and all reimbursements are to be applied to replacement or repair*. In the event of loss or damage beyond repair, the Renter is to reimburse *The Lute Society of America* for the full value of the instrument and its case, indicated above.
6. Monthly rent for the instrument and case is **\$55.00**, paid in advance of each month of the rental period (i.e., due on the 1st of each month). To facilitate payment of rent, a *PayPal* invoice will be sent out via email to all renters several days before the first day of the next month. *Renters agree to pay the invoice using the PayPal method*

Renter's Initials _____

upon receipt of the invoice in order to maintain current rental payments. In order to secure a rental instrument/case, an initial payment of the first and last month's rent (totaling **\$110**) is required. This payment will cover the first and last month's rent for the one-year period beginning on the date of this agreement, indicated above, and ending 365 days after that date.

7. The renter agrees to reimburse (via *PayPal* invoice) the Lute Rental Program(LRP) the amount paid by the LRP to cover shipping costs of the instrument from the LRP to the renter. At the end of the rental the LRP will, in turn, reimburse the renter for shipping costs which the renter pays to ship the lute from the renter back to the LRP. For this shipment from the renter back to the LRP, the renter agrees to purchase shipping insurance equal to the value of the instrument and its case (above). The renter will be asked to submit the shipping invoice to the Rental Program Director so that a check made payable to the renter for the entire shipping amount (including insurance) can be prepared and mailed to the renter by the LSA Treasurer. Shipping to and from the renter will be via ground unless the distance requires air shipment.
8. Renters are expected to maintain an active relationship with a qualified teacher such that the renter is taking regular lessons and is conferring with the teacher about issues related to caring for the instrument, tuning it, etc.
9. Lutes and similar instruments are fragile and must be cared for carefully. They are especially sensitive to CHANGES in temperature and humidity. It is particularly important to monitor humidity levels and to supply a source of humidity in the closed lute case where the lute should be kept when it is not being played. If the case of the rental lute you rent does not have a humidifier AND a hygrometer (instrument to measure humidity) please let the LRP Director know that and s/he will approve your purchase of both a humidifier and a hygrometer and will deduct it from one of your monthly rental invoices. We recommend *Stretto* humidifiers that are available at *Amazon*. You can also purchase an instrument case hygrometer from *Amazon*. It is the renter's responsibility to ensure that the lute is maintained at a 50-60% humidity level while in its closed case. This is particularly true in those colder months when we use heaters in our homes that remove humidity from the air. Repairing cracks that result from not maintaining the lute at the appropriate humidity level will be the responsibility of the renter as will the shipping cost to and from the luthier to repair those cracks. As a renter, you must ensure your lute case as a hygrometer, humidifier, and must use those to maintain the above level of humidity in the closed lute case. It is unwise to leave the lute out of its case when it is not being played. The safest place for the lute is in the closed, humidified case.

In order to initiate the instrument/case rental, a signed copy of this *Rental Agreement* should be sent via US Postal Service or as an email attachment to the LSA Lute Rental Program Director at the address below and a payment of a *PayPal* invoice in the amount of **\$410** (\$300 deposit and \$110 for the total of the first and last month's rent) should be made (the Rental Program Director will email the *PayPal* invoice to the prospective renter). When the Rental Program Director has received this signed *Rental Agreement* and LSA *PayPal* records indicate the \$410 payment has been paid, the instrument will be transmitted to the renter. The day the instrument is shipped to the renter a *PayPal* invoice for the shipping costs will be emailed to the renter (as above) and the renter agrees to pay it upon receipt.

LSA Lute Rental Program Director
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Renter Signature