

# Long Term Instrument/Gear Lease

## THE JAZZ PROJECT

This lease is between \_\_\_\_\_ (applicant organization, music student, parent or guardian) and The Jazz Project. This lease begins on \_\_\_\_\_, 20\_\_ and will expire only if not terminated as described below. The lease is for the gear or instrument specified

1. \_\_\_\_\_

2. Model Number \_\_\_\_\_

3. Serial Number \_\_\_\_\_

4. Includes \_\_\_\_\_

5. Condition upon checkout \_\_\_\_\_

### I. Purpose of Lease.

The Jazz Project is a 501c3 non-profit organization that places used instruments and gear with qualifying students in Whatcom County. The purpose of this lease is to define the conditions for placing the instrument or gear with a student or applicant organization. Both The Jazz Project and the student or applicant organization enter this agreement in good faith so that Jazz Project instruments and gear stay in our community in perpetuity.

### II. Responsibility for Instrument or Gear.

Following placement the student or applicant organization is responsible for all additional maintenance, tuning, and upkeep during the term of this lease. The Jazz Project shall not be responsible for any property damage or injuries arising from the use of this instrument or equipment. Organizations that receive an instrument or gear must acknowledge that said instrument or gear is donated by The Jazz Project and is made available to their organization free of charge.

### III. No Payments.

The Jazz Project will not charge any rental fees under this lease. In exchange, the student or organization will not sell, rent, or use the instruments or gear for any commercial purpose or purposes other than agreed upon.

### IV. Termination.

A. Lessee. The student may terminate this lease at any time and for any reason. To terminate the lease, the student must call The Jazz Project at (360) 650-1066 to arrange for pickup or return of the instrument or gear.

B. The Jazz Project. The Jazz Project may terminate the lease if it has good cause to believe a provision of the lease is being violated or if it has reason to believe the instrument or equipment is being damaged.

C. Responsibility for Pickup. At termination, the recipient shall be responsible returning the instrument or equipment.

**V. Ownership of the Instrument or Gear.**

The instrument or gear shall remain the property of The Jazz Project. The long term lease of the instrument or gear continues until the student or The Jazz Project terminates the lease and requests that the instrument or gear be returned, removed, or transferred to a new applicant.

**VI. Student's Parent or Guardian**

The parent or guardian signing below agrees to help the student or organization honor the conditions of this lease.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Student or Organization:

\_\_\_\_\_

Parent or Guardian of Student:

\_\_\_\_\_

The Jazz Project:

By \_\_\_\_\_ or  
Jud Sherwood, Jazz Project Director

By \_\_\_\_\_  
Mark Kelly, BYJB Director