

Drum City Instrument Hire Agreement

The hirer acknowledges and agrees as follows:

- 1) The instrument remains the sole property of Drum City throughout the entire rental period.
- 2) The hirer must have a current and valid Visa or MasterCard, credit card.
- 3) Payment is to be made prior to each monthly, weekly or daily hire period. I consent Drum City to the use of my credit card for payment, overdue fees, and cost of collection, travel expenses or payment for any and all damage sustained during the hire period. (Full list of fees listed below)
- 4) The hirer must pay a bond on each instrument hired. The bond will be refunded if the instrument is returned in a fair condition as determined by Drum City. The hirer gives permission to Drum City should any payment above the amount of the bond to be charged to the hirer's credit card.
- 5) Should the instrument be stolen or damaged due to unforeseen circumstances during the course of the hire contract period then the hirer is responsible to pay any outstanding balance and the replacement cost of the goods.
- 6) In the event that the condition of the drum kit deteriorates during the period of the hire such as to render it incapable of the normal functioning as a drum kit, the hirer will immediately notify Drum City and it must be returned immediately for the purposes of servicing and repair. If in the opinion of Drum City the drum kit has fallen below an acceptable standard the Company may in its sole subjective discretion provide additional days of hire in lieu of the customer's ability to use the drum kit while it was not at the appropriate standard.
- 7) The hirer agrees to take all reasonable care in using the instrument and maintaining the condition of the instrument fair wear and tear accepted. Drum City has the right to terminate this agreement if we determine the goods are damaged by abuse or neglect and no refunds will be given.
- 8) The hirer agrees in order to minimize the risk of damage to the instrument to use only drum sticks as are supplied with the hire of the instrument and under takes not to use any other objects in the use of the instrument for the purposes of percussion.
- 9) The hirer agrees to retain the instrument at the premises referred to on the cover page of this agreement throughout the entire period of the rental agreement.
- 10) Drum City is not obliged to accept an early return of the instrument with the view to making a refund. The hirer may return the instrument early without refund.
- 11) The instrument must be returned to Drum City at the address stated on the contact and it must be returned on the day stated on the contact or the hirer will be subject to further fees.
- 12) If the hirer is in default under any clause in this agreement then Drum City and / or its agents may without notice or demand forthwith take possession of the instrument and any other items affixed to or contained in the instrument.
- 13) I / We authorize any person or company to provide Drum City with such information as may be required in response credit enquiries and to authorize Drum City to furnish to any third party details of this agreement and any subsequent dealing that the renter may as a result of this agreement being auctioned by Drum City.
- 14) Drum City has the right to hold the hirers passport until the instrument and other hired items are returned in full.
- 15) Instruments hired on monthly rates are strictly not to be used for gigs, shows or to be played outside of the designated premises.

I / We have read and agree to the terms and conditions of Hire

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

List of Fees

Dishonored Payment Fee	\$10.00	Re-Documentation/Refinance fee	\$250.00
Collection Fee	\$150.00	Payment Schedule Change Fee	\$15.00
Travel Expense per Hour	\$40.00	Delivery or Pick Up	\$115.00
Repossession Authorization fee	\$120.00	3rd Party Fees: At Cost, to be paid by the	
Trace Fee	\$120.00	Borrower	