

INSTRUMENT HIRE AGREEMENT

The TYO has some instruments available for hire on a short-term basis. The purpose of hire instruments is to assist enrolled TYO players participate in their ensemble and who are intending to eventually purchase their own instruments. Where availability allows, hire instruments will then be made available to support the community in their musical endeavours. Hire agreements are not intended to be long-term and will be reassessed by the TYO annually at the beginning of each calendar year.

All hire arrangements are to be confirmed by a contract signed by the TYO General Manager and the hirer.

The conditions are as follows:

1. The hirer will pay all rental costs as invoiced by the TYO. Rent may be paid quarterly. Rental costs are based on 10% of the value of the instrument per annum unless otherwise agreed with the TYO.
2. TYO instruments are insured whilst on TYO property (eg, the TYO office) or whilst it is being used for TYO purposes (eg, rehearsals or concerts). Hire instruments are NOT covered at other times (eg, in the hirer's house or in transit). The hirer is responsible for providing appropriate insurance for the hire instrument for the duration of the hire period.
3. The hirer will attend an initial training session in the care of the instrument as arranged by the TYO prior to finalisation of the contract.
4. The hirer will ensure that any hired instrument/s is/are stored and transported with the utmost care and as directed by the TYO. It is advisable to store the instrument in its case when not being played.
5. The hirer is responsible for replacement of all consumables (strings, reeds, etc) provided with the hired instrument.
6. All Instruments will be checked prior to hire by a person approved by the TYO (the "Assessor") for flaws and existing damage and a report retained by the TYO. Each instrument is to be checked annually by a TYO Assessor, or according to a schedule agreed with the TYO or when transferred to a different hirer. At this time the instrument will be reassessed for damage and deterioration.
7. If the assessor deems that an instrument has been damaged due to neglect or an event other than normal wear and tear, the hirer will be responsible for the repair costs.
8. The hirer is responsible for delivering the instrument to the approved assessor annually, prior to any contract renewal contract.
9. Any damage to the instrument while in the care of the hirer must be reported to the TYO immediately.
10. All repairs to the instrument will be carried out by a person approved by the TYO for that purpose. The hirer is not to undertake any repairs unless authorised by the TYO and is at no time permitted to commit the TYO to repair expenses without written approval from the TYO management.
11. This contract is not transferable to another player.
12. The hirer agrees to return the instrument immediately should the TYO need to recall it from loan.
13. The instrument will be returned at the last rehearsal/event for the TYO calendar year.

This agreement becomes null and void if the hirer does not meet any of the above conditions. In this case, the instrument must be returned immediately to the TYO.