

Agreement No: _____
Start Date: **08 / 04 / 2022**
End Date: ___ / ___ / ___



MUSICAL INSTRUMENT/EQUIPMENT LOAN AGREEMENT

The owner: **Clayton County Public Schools Fine Arts Department**

2530 Mt. Zion Pkwy., Jonesboro, GA 30236 Tel: (770) 473-2875 Fax: (770) 473-2877

Student First Name: _____	Student Last Name: _____
Student ID#: _____	Grade in School: _____
School: Elite Scholars Academy	School Address: 7923 Fielder Road, Jonesboro GA 30236
Student CCPS Email: _____	

Parent/Guardian First Name: _____
Parent/Guardian Last Name: _____
Address: _____
Relationship to the Borrower: _____
Cell: _____
Landline/Home Phone: _____ (type N/A if this does not apply)
Work Phone: _____ (type N/A if this does not apply)
Parent/Guardian Email: _____

School: Elite Scholars Academy	Teacher: T. Nick Tewell
Instrument/Equipment Type: _____	Condition: _____
Destiny ID number: _____	
Manufacturer: _____	Serial No: _____
<i>Additional Accessories included:</i>	
_____	Condition: <u>Excellent</u>
_____	Condition: <u>Excellent</u>

Borrower's Acknowledgement:

I, _____ hereby acknowledge that I have received on loan from the Fine Arts Department of Clayton County Public Schools the musical instruments, 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 advance by the Director of the Fine Arts Department.

I further understand that said instrument (equipment) **must be returned whenever requested** by the Fine Arts Department, 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** within CCPS.

Borrower's Signature:

Date: _____

Parent/Guardian Signature:

Date: _____

Instrument/Equipment Return

Accepted by: _____

Date: _____

The terms and conditions of this agreement are as follows:

1. You (borrower) may borrow instrument/equipment mentioned above for use with CCPS Fine Arts performance groups ONLY.
2. You (borrower) may end this agreement at any time, by returning the instrument in the condition you received it.
3. You (borrower, parent/guardian) are responsible for any loss or damage of the described above instrument/equipment.
4. Loss or damage must be reported to CCPS representative, who authorized this loan. **If the instrument is lost or stolen, you (borrower, parent/guardian) must compensate the estimated total retail value cost of the instrument in full.**
5. You (borrower) shall return loaned instrument/equipment to CCPS Fine Arts Department in substantially the same condition as when first received.
6. If the instrument is returned in a damaged state, you (borrower, parent/guardian) must pay the estimated cost of repairs or the depreciation.
7. All work/repairs will be done by a CCPS approved vendor.
8. To be exempt from covering the cost of repairs due to pre-existing conditions (prior to this loan), examine the instrument thoroughly before signing this agreement.
9. 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.
10. This agreement will run for **one school year** under condition of your (borrower's) full compliance with all terms of this agreement.
11. If you (borrower) fail to comply with these terms and conditions, the owner (Clayton County Public Schools) may terminate this agreement by giving written or verbal notice to you (borrower). In that event the instrument must be returned immediately.
12. **You (borrower) must inform us of any change** of address, telephone numbers, email, etc.
13. **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 CCPS Fine Arts Department.
14. **INDEMNITY:** Borrower/parent/guardian shall indemnify CCPS against and hold CCPS 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 therein.
15. **ACCEPTANCE OF EQUIPMENT:** Unless within five (5) days after receipt of the equipment, borrower gives CCPS 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 CCPS 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.
16. **DEFAULT AND REMEDIES:** Borrower/parent/guardian shall be in default hereunder for failure to pay, when due, any sum due to CCPS. All debt obligations must be cleared before the end of the semester in which the debts were incurred. Obligations include lost or damaged musical instruments/equipment. Students will not be issued a replacement instrument until the obligation has been cleared.
17. **SOLE AGREEMENT:** The above terms and conditions are the only terms and conditions upon which CCPS Fine Arts Department 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 CCPS without need of further notice of objection, and shall be of no effect or in any way binding upon CCPS. No waiver, alteration or modification of any of the provisions hereof shall in any event be effective or binding upon CCPS unless in writing and signed by a duly authorized employee of CCPS.

Thank you for your cooperation!