



# Access to Instruments Program

## Gift of Music Program

### Terms & Conditions

Terms & Conditions of Agreement:

Please Read Carefully

1. This is a “per school year” **gifted rental and use contract** between the applicant(s) (The “Program Recipient”) and The Gift of Music Foundation (“The Foundation.”)
2. **Program recipient does not have or develop an ownership interest in the instrument.** Instrument remains property of the Foundation.
3. Foundation reserves the right to independently verify all qualifying information (such and income and need) submitted by the program recipient at any time during this agreement.
4. Program recipient may keep, use, and enjoy the instrument as long as you wish, if administration fees are paid and renewed as agreed and all other terms & conditions are met.
5. Basic repair and maintenance of the instrument will be provided at **no additional cost** via our RAMP (Repair and Maintenance Program) during the regular school year (where available, currently in Metro Atlanta and Charlotte.)
6. Program recipient agrees not to loan, rent, sell, pawn, or otherwise use the instrument for any other purpose than band/orchestra class, practices, and performances by the student.
7. Program recipient agrees to keep the instrument clean and in good working order for use by the student.
8. **The Foundation is paying for the monthly rental rate of the instrument as our gift to you.** Program Recipient agrees to be responsible for a small administration fee (currently \$25 per school year) to show a commitment and partnership in education, and to help offset our expense to administer the “Gift of Music Instrument Program.” (In cases of severe hardship or need, this fee may be waived by the Foundation.)
9. **Administrative fee is due upon/before taking possession of the instrument, and renewed at the start of each school year,** until instrument is returned. If paying by credit or debit card, you authorize us to automatically charge admin fees when due, unless and until the instrument is returned.
10. Program recipient may return the instrument and accessories at any time, in good playing condition, at which time this agreement shall become null and void. No refunds shall be given for any administration fees already paid.
11. The Foundation may, after reasonable attempts to work with the program recipient to find an amicable solution, “re-possess” the instrument should this contract become severely past due for non-payment of administrative fees, or other breach of this contract.