

BERANDOL

Rental Agreement

Agreement by and between **BERANDOL MUSIC LTD.**, Rental Library, 86 Weber Street East, Kitchener, Ontario Canada N2H 1C7 (hereinafter referred to as Berandol) and:

Ship To:

Bill To:

(hereinafter referred to as the Organization) for the rental of performance materials (hereinafter referred to as the Materials) as follows:

Composer:

Title:

No. of Performances:

Perf. Date(s):

Scores:

Strings:

Special Instructions:

Date Required:

RENTAL FEES:

SHIPPING:

TERMS AND CONDITIONS

Please Read Carefully

1. The Materials supplied herewith are rented for **live performances only** on the dates specified and **may not be used** for radio, television or internet broadcast, recording, transcription, synchronization or any other use whatsoever without express advance written permission. Additional rental fees are payable for such uses and will be quoted upon request.
2. Public performance rights are available through SOCAN. It is the responsibility of the Organization to obtain any necessary performance license(s). **PUBLIC PERFORMANCE WITHOUT A PERFORMANCE LICENSE IS AN INFRINGEMENT OF COPYRIGHT.**
3. No arrangements, transcription or alterations of the work for which these Materials are rented may be made without our express advance written permission.
4. No portion of the Materials may be copied in any form or by any means whatsoever without our express advance written permission.
5. The rented Materials shall at all times remain our property, and may not be sold, loaned, or otherwise distributed or transferred to any party by any means for any purpose whatsoever.
6. **Cancellation Policy:** If performances are cancelled after Materials have been shipped, a cancellation fee of 20% of the above stated rental fees will be charged. If the Materials are received by us after the first scheduled performance date above, a full rental fee will be due.
7. All shipping charges, including insurance, are the responsibility of the Organization. Charges for shipment from our library are in addition to rental fees.
8. Markings must be made in No. 2 lead pencil only. All markings other than corrections and bowing must be removed prior to return or a removal charge will be imposed.
9. Materials must be returned in the same condition in which they were received, well packed, insured at value stated and prepaid, immediately following the last performance. Materials not received within **30 calendar days after the last performance** will incur additional rental charges at **50% of the original rental fee** and a **further 50% of the original rental fee** will be charged for each additional **15 calendar day** period or part thereof.
10. The Organization shall be liable for the replacement of all lost, defaced, damaged or destroyed scores and parts of the Materials, regardless of cause, according to the specified amounts listed on the rental invoice.
11. The Organization will remit payment for all fees due under this agreement **no later than 15 calendar days after the last performance** and shall provide Berandol with two copies of the performance program. Interest will be charged on overdue accounts at **2% per month** or part thereof.
12. All rights not specifically granted to the Organization hereunder are reserved for use.
13. Berandol and the Organization each warrant to the other that each has the right to execute this agreement, which contains the entire understanding between parties, and no alteration or modification of any kind shall be recognized or binding unless in writing and signed by a duly authorized representative of each party.

Please sign **both** copies of this agreement where indicated below and **return one copy**, retaining the second copy as your confirmation.

ACCEPTED AND AGREED TO BY:

ORGANIZATION

Graham Coles

By: _____

Title: Rental Agent

Title: _____

Date:

Date: _____