

RECEIPT/INSPECTION OF EQUIPMENT: Customer acknowledges that he has had or will have the opportunity to personally inspect the equipment prior to its leaving Heaney Violins' premises, and finds it suitable for his needs. Customer acknowledges receipt of all items listed in this contract in good working order and repair and that he understands its proper operation and use without further instruction from Heaney Violins. Customer declares that he has received the equipment in a secure and operative condition.

DISCLAIMER OF WARRANTIES: Heaney Violins makes no warranties, expressed or implied, to the equipment's merchantability or fitness for any particular purpose. Customer's sole remedy for any failure of or defect in equipment shall be the termination of any rental charges accruing after the time of failure, providing the equipment is returned to Heaney Violins within twenty-four (24) hours from the time of defect. Heaney Violins shall not be responsible to the Customer or any agent or employee of Customer or to any other party for any loss, damage, or injury of any and every nature whatsoever including any special or consequential damages, caused by, resulting from, or in any way connected with the rental of this equipment, the operation or use of this equipment, or any defect in or failure of this equipment.

INDEMNIFICATION BY CUSTOMER: Customer expressly indemnifies and holds Heaney Violins harmless of, from, and against any and all claims, loss, costs, damage and/or attorney's fees, in connection with the rental/lease of the equipment described herein, whether or not a lawsuit is filed. In the event proceedings are commenced by Heaney Violins to recover possession of said equipment, or to enforce any of the terms, conditions, or provisions hereof, Customer agrees to pay reasonable attorney fees and all costs incurred in connection therewith.

SUBLETTING & LOCATION: No item of rental/lease equipment shall be sublet or assigned. No item of rental/lease equipment may be pawned, sold or loaned to another party not named in this contract or removed from the location represented by the Customer without written consent of Heaney Violins

CONTRACT TERMINATION: This agreement may be terminated for cause at the option of Heaney Violins at any time and may likewise be terminated by the Customer by returning the instrument, provided the Customer is not in default under this agreement and the minimum three months rent has been paid.

DESTRUCTION: In case of the loss or destruction of any rented/leased equipment or any of the accessories, or of the loss of possession thereof, or inability to return same to Heaney Violins, for any reason whatsoever, Customer will pay to Heaney Violins the full value, including sales tax, stated on the reverse of this agreement minus any credits for payments received.

DEPOSIT: Customer hereby agrees that any deposit, in addition to securing the payment of charges hereunder, shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the items, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer of any of the said terms, covenants, and/or agreements, said deposit shall be credited against any damages, cost or expense incurred by Heaney Violins as result of said breach.

DEFAULT: Should Customer in any way fail to perform, observe, or keep any provision of this agreement, Heaney Violins may exercise concurrently or separately any one or more of the following remedies: to terminate this agreement, to retake possession of the rented/leased equipment, holding Customer liable for all currently due and past due payments and to pursue any and all remedies available to Heaney Violins.

REPAIR: Heaney Violins will perform all repairs necessitated by normal use of the rented/leased equipment with no charge to the Customer. In the event of accidental damage or repairs required by other than normal use the Customer will be charged a reasonable repair fee. In no event shall anyone perform adjustments, repairs or modifications to the equipment without the express written consent of Heaney Violins.