

# Prelude

Musical Instrument Hire — New Zealand

## Rental Agreement

PREVIEW — NOT YET SIGNED

Date	19 Apr 2026	Status	Preview
Customer	Your name	Email	Your email
Instrument	Flute	Brand	Yamaha
Model	YFL-211	Serial Number	—
Start Date	Awaiting collection	End Date	—
Lessor	<b>Prelude</b> 10 Hepburn Street Freemans Bay Auckland 1011 Ph: 0274911930 · hello@prelude.co.nz		

### MUSICAL INSTRUMENT RENTAL AGREEMENT

Date: 19 Apr 2026

#### Parties

Owner (Lessor): Prelude — hello@prelude.co.nz

Renter (Lessee): [Your Name] — [Your Email]

#### 1. Instrument Details

- Instrument: Flute
- Brand: Yamaha
- Model: YFL-211
- Serial Number: C20759

#### 2. Rental Term and Payment

This agreement begins on the date the instrument is dispatched and continues for the duration of the rental plan selected at checkout. The rental plan, billing frequency, and pricing are as confirmed during checkout.

Either party may terminate this agreement by giving 14 days' written notice to the other party.

#### 3. Deposit

A refundable deposit may be required, as displayed at checkout. The deposit will be refunded within 14 days of the instrument being returned in acceptable condition, less any deductions for damage, outstanding rental fees, or replacement costs.

#### 4. Care, Storage, and Use

While the instrument is in your possession, you agree to:

- Use the instrument only for its intended purpose (playing music)

- Take reasonable care of the instrument, including proper storage and handling
- Follow any care instructions provided by Prelude or included with the instrument
- Not modify, alter, or attempt to repair the instrument without Prelude's prior written consent
- Not lend, sub-let, or transfer the instrument to any third party without Prelude's written consent
- Keep the instrument at the address provided unless otherwise agreed
- Notify Prelude promptly if the instrument is lost, stolen, or damaged
- Provide photos of the instrument upon Preludes request

## 5. Repairs and Maintenance

Routine consumable maintenance (e.g. reed replacement, strings, swabbing materials) is the Renter's responsibility. Normal wear and tear consistent with careful use is accepted by Prelude.

If the instrument requires repair due to misuse, neglect, accident, or failure to comply with the care obligations in clause 4 and the instrument specific terms, the Renter is responsible for the full cost of repair by a repairer approved by Prelude. The determination of whether damage constitutes normal wear and tear, accidental damage, misuse, or neglect is made solely by Prelude, acting reasonably.

## 6. Loss, Theft, or Irreparable Damage

If the instrument is lost, stolen, or damaged beyond reasonable repair, the Renter is liable for the full replacement value. The replacement value of this instrument is \$1,200.00. The Renter must notify Prelude and file a police report within 48 hours of discovering any loss or theft.

The Renter is encouraged to add the instrument to their contents insurance policy for the duration of the rental, with Prelude noted as the instrument's owner.

## 7. Return of Instrument

Upon cancellation or expiry of the rental, the Renter must return the instrument within 7 days. The instrument must be returned in the same condition as received, allowing for reasonable wear consistent with proper use. Prelude will inspect the instrument upon return and advise of any issues within 7 days.

## 8. Cancellation and Early Termination

Monthly rentals may be cancelled with 14 days' written notice. Cancellation takes effect at the end of the current billing cycle.

If a fixed-term plan is cancelled before the end of the committed term, an early termination adjustment applies. This adjustment is the difference between the discounted rate paid and the standard monthly rate, calculated for each month of the rental period used.

All outstanding fees and any repair or replacement costs must be settled before or upon return of the instrument.

If a rental payment is overdue by more than 14 days, Prelude may suspend the rental and require the immediate return of the instrument. Any overdue amounts may incur a late payment fee.

## 9. General

This agreement is governed by the laws of New Zealand. Any disputes will be resolved through discussion in good faith. If a dispute cannot be resolved, either party may refer it to the Disputes Tribunal of New Zealand or the New Zealand courts. Prelude's total liability under this agreement is limited to the value of rental payments received from the Renter under this agreement. Prelude is not liable for any indirect or consequential loss.

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## Instrument-Specific Terms

- Flute must be cleaned and swabbed after every use

**CUSTOMER SIGNATURE**

*Will be signed at checkout*

**PRELUDE**

*Pending countersignature*

PREVIEW