

LEASE AGREEMENT

This Lease Agreement ("Lease") is dated _____, 2003 between Prof. Erny's Music Company ("Lessor"), Shining Light Foundation ("SLF") and _____ ("Lessee").

Recitals

A. Lessor wishes to help provide musical instruments to aid in the education of public school children in Lafayette Parish, Louisiana;

B. SLF wishes to help defray the costs of providing musical instruments to aid in the education of public school children in Lafayette Parish, Louisiana;

C. Lessee wishes to secure the use of musical instruments for use by his/her/their child during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Lease of Instrument; Term; Rent; Payments.

1.1 Lessor hereby leases the instrument described on Exhibit "A" attached hereto and made a part hereof to Lessee from the date of this Lease to and including _____, _____. Lessee shall pay Lessor rent equal to twenty-five (25%) percent of the total rental amount upon the execution of this Lease. SLF shall pay Lessor rent equal to seventy-five (75%) percent of the total rental upon execution of this Lease.

2. Lessor's Disclaimer of Warranty; Lessee's Obligations Unconditional.

2.1 LESSOR IS NOT THE MANUFACTURER OF THE INSTRUMENT AND IS NOT A DEALER IN SIMILAR INSTRUMENT. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE INSTRUMENT, ITS DESIGN, CONDITION, OPERATION, DURABILITY, SUITABILITY OR FITNESS FOR USE FOR ANY PURPOSE, OR MERCHANTABILITY. LESSEE HAS INSPECTED AND IS FULLY FAMILIAR WITH THE INSTRUMENT AND ACCEPTS THE INSTRUMENT "AS IS" WITH ANY AND ALL FAULTS. NO DEFECT IN OR UNFITNESS OF THE INSTRUMENT AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION OR CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS LEASE OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LESSOR SHALL INCUR NO LIABILITY WHATSOEVER TO LESSEE ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE INSTRUMENT OR THE USE, OPERATION OR FUNCTIONING OF THE INSTRUMENT.

2.2 In addition to, and without limiting the provisions of Section 2.1, Lessee confirms that in entering into this Lease and accepting the Instrument (A) it has relied solely on (i) its knowledge and (ii) its inspection of the Instrument, and (B) it has not relied on any promise, affirmation, description, or other statement by Lessor, all of which are superseded by this Lease.

3. **Location of the Instrument; Inspections.** Lessee shall keep the Instrument in Lessee's possession and control at _____, or at such other location to which the Instrument may be moved with the prior written consent of Lessor, which Lessor will not unreasonably withhold

4. **Repairs; Maintenance; Use; Alterations.** Lessee shall, at its expense, keep the Instrument in good repair, condition and working order and furnish, at its expense, all labor, parts, materials and supplies required therefor. Lessee will maintain accurate and complete records of all repairs to and maintenance of the Instrument. The Instrument shall at all times be used solely for educational purposes, and operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements.

Without the prior written consent of Lessor, Lessee shall not make any modifications or additions to or changes in the Instrument. All modifications or additions to or changes in the Instrument shall belong to and immediately become the property of Lessor, without charge, and shall be returned to Lessor with the Instrument upon the expiration or earlier termination of this Lease unless Lessor notifies Lessee to remove any of the same, in which case Lessee shall promptly do so at its expense without damaging the Instrument or impairing its operation.

5. **Loss; Damage.**

5.1 Lessee assumes and shall bear the risk of loss of and damage to the Instrument from any cause whatsoever, regardless of whether the risk is insured. If the Instrument is damaged or partially lost or destroyed, Lessee shall, at its expense, promptly repair the Instrument in a permanent manner, using only the best parts and materials that are available. If the Instrument is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Lessee shall promptly pay the Lessor the purchase price for the Instrument as set forth in Exhibit "A".

5.2 Lessee will promptly notify Lessor of any damage to or loss or destruction or theft of the Instrument or of any part thereof with full details of the occurrence.

6. **Lessee's Indemnity.**

6.1 Lessee will indemnify Lessor and SLF against any liability and hold Lessor harmless from and pay any loss, damage, cost, expense, fine or penalty (including, without limitation, legal fees and disbursements, court costs and the cost of appellate proceedings), regardless of whether the same is also indemnified against by any other person, which the Lessor in any way incurs arising out of or in connection with (i) this Lease, or (ii) the delivery, possession, use, operation or return of the Instrument, or (iii) any condition of or other matter relating to the Instrument during the term of this Lease REGARDLESS OF HOW OR WHEN THE CONDITION AROSE AND REGARDLESS OF WHETHER IT AROSE OUT OF ANY ACT, OMISSION OR NEGLIGENCE OF LESSOR, or (iv) any other matter relating to the Instrument after the term of this Lease to the extent such matter arises from a condition that arose or a modification, addition or change that was made during the term of this Lease or at any other time when the Instrument was in the possession or under the control of Lessee, or (v) the failure by Lessee to perform any of its obligations under this Lease.

6.2 Lessee will pay any expenses and costs (including, without limitation, legal fees and disbursements, court costs and the cost of appellate proceedings) which Lessor incurs in enforcing or defending (i) any of its rights or remedies under this Lease or otherwise granted to it by law or in equity, or (ii) any provision of this Lease, or (iii) any of Lessee's obligations under this Lease.

- 6.3 The provisions of this Section 9 will survive termination of this Lease.
7. **Return of Instrument.** At the expiration of this Lease, Lessee shall, at its expense, return the Instrument to and into the custody of Lessor at _____ or at such other place as Lessor specifies in writing, in the same repair, condition and working order as at the commencement of this Lease, reasonable wear and tear resulting from proper use excepted.
8. **Ownership of Instrument; Personal Property; Markings.**
- 8.1 The Instrument is, and shall at all times be and remain (a) the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein or thereto.
- 8.2 Affixed to the Instrument are nameplates and decals indicating Lessor's ownership thereof. Lessee will not remove, deface or impair the visibility of these; and Lessee will permit Lessor to add additional nameplates or decals indicating Lessor's ownership of the Instrument. Lessee shall affix any other nameplates, decals or other items to the Instrument.
9. **Entire Agreement.** This Lease contains the entire agreement and understanding between the parties relating to the Instrument and the subject matter hereof, and supersedes any other agreement or understanding, whether written or oral, relating thereto.
10. **Severability of Provisions.** If any provision of this Lease or the application of any such provision to any person or circumstance is held invalid, the remainder of this Lease, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.
11. **Notice.** Notices under this Lease shall be in writing and shall be sent to each party at its address or fax number set forth on Exhibit "A", in the event of a change in any address or fax number, then to such other address or fax number as to which notice of the change is given. Notices to Lessor shall be sent to the attention of _____ or to such other person as to whom notice is given. Notices to Lessee shall be sent to the attention of _____ or to such other person as to whom notice is given. Notice shall be deemed given on receipt.
12. **Amendment and Waiver.** This Lease may be amended only by an instrument in writing signed by Lessor and Lessee, and no provision of this Lease and no right or obligation of either party under this Lease may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation.
13. **Governing Law.** This Lease shall be governed by and construed in accordance with the law of the State of Louisiana.
14. **Section Headings.** Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

PROF. ERNY'S MUSIC COMPANY

[——LESSEE——]

By: _____

By: _____

Name:

Name:

Title:

Title:

SHINING LIGHT FOUNDATION

By: _____

Name:

Title:

EXHIBIT A

[Description of Instrument]

ADDRESSES FOR NOTICE