

picks. - Loan Agreement

Fender Musical Instruments: www.fender.com

Hard Rock Hotels: www.hardrockhotels.com



Guest Information:

Guest Name:
Name on Reservation

Room #:

Check-in Date*:

Check-out Date*:

Equipment Information:

Guitar Model Selected:

Also provided with the Fender Guitar is a pocket amplifier and a set of premium headphones..

The above items are herein referred to as the 'Equipment'.

Date Out:

Due Date:

Agreement: READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING AND AGREEING TO THE TERMS.

1. I represent and warrant that I am least eighteen (18) years of age.
2. **DAMAGE/LOSS OF EQUIPMENT.** I am fully responsible for all damages and/or losses to the Equipment, including costs of repairs and replacement (based on the Manufacturer Suggested Retail Price of the Equipment at the time of replacement), plus tax and shipping. I authorize Hard Rock Hotel to charge any and all such costs to my credit card listed on file with Hard Rock Hotel. I further authorize Hard Rock Hotel to charge a security deposit of \$1000 to the credit card. Release of the security deposit by Hard Rock Hotel is not a waiver of any claims by Hard Rock Hotel. I will immediately report any loss, damage or injury caused to, and/or by the Equipment, while it is in my possession.
3. **EQUIPMENT TO STAY ON PREMISES.** I will not remove the Equipment from the Hard Rock Hotel premises from where the Equipment is being loaned.
4. **CONSENT TO RECEIVE PROMOTIONS FROM FENDER.** Please check one of the following:

I hereby consent to Hard Rock Hotel providing my name and contact information ("Personal Information") to Fender Musical Instruments Corporation ("Fender") to permit Fender to send me special offers, announcements, email blasts, and other communications ("Promotions") and I consent to receiving such Promotions. I also consent to Hard Rock Hotel sending me such Promotions. I may withdraw the consent for Promotions from either Hard Rock Hotel or Fender at any time pursuant to the instructions contained in the Promotions or the process set forth in the respective party's privacy policy. Personal Information shared with Fender will be subject to Fender's privacy policy. For information about Fender's privacy policy, please visit

www.fender.com/legal/privacy_policy.php. For information about Hard Rock Hotel's privacy policy, please visit <http://www.seminolehardrocktampa.com/privacy-policy?phpMyAdmin=59Vmlciy%2CrmVgdjGx2Go6-bGua1>

. Personal Information may be stored and processed in the United States or any other country in which Hard Rock Hotel or Fender maintain facilities and I consent to the storage and processing of my Personal Information in those locations, even though the location of those facilities may have data privacy legislation that is less stringent than my country of origin, such as the European Union. Hard Rock Hotel and Hard Rock Cafe International (USA), Inc. abide by the Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

I do NOT wish to receive special offers, announcements or other promotional communications from Hard Rock Hotel and/or Fender.

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5. **RELEASE OF LIABILITY.** THE EQUIPMENT IS PROVIDED "AS IS," AS A CONVENIENCE TO ME, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR LIABILITIES ON THE PART OF HARD ROCK HOTEL, HARD ROCK INTERNATIONAL, INC., FENDER, OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES (collectively, "the Released Parties"). To the greatest extent permitted under applicable law, I release and waive any and all claims of liability, damages and injuries against the Released Parties in relation to the Equipment and my use/possession of it. I further agree to indemnify and hold harmless each and all of the Released Parties against any and all claims (whether meritorious or not), loss, injury or damage arising from or related to the Equipment or its use, except where such claims arise directly from the gross negligence or willful misconduct of the Released Parties. I acknowledge that there is a possibility that subsequent to the execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me at that time may have materially affected my decision to execute this Agreement and the releases herein. I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. Notwithstanding such provisions, this Agreement and the releases herein shall constitute a full release in accordance with its terms. I voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect, and acknowledges and agrees that this waiver is an essential and material term of this Agreement. I have been advised and agree that it may seek legal counsel prior to signing this Agreement.
6. **GOVERNING LAW.** Any claim or dispute arising from or related to this Agreement shall be governed by the laws of the State of Arizona or jurisdiction in which this Agreement was entered into shall govern, without reference to conflict of laws. The sole and exclusive venue for such disputes shall be the federal, state or other judiciary located in that jurisdiction, with the initial claim being asserted in the court or forum closest to the Hard Rock Hotel's location. I waive any right to trial by jury and agree that any disputes should be resolved without a jury.
7. I agree that this English-language Agreement constitutes the full and entire agreement with regard to its subjects and that I: (a) am not relying on any other documents or any communications or representations not expressly set forth in the text of this Agreement; and (b) expressly waive the right, if any, to have this Agreement set forth in, governed by or interpreted by a language other than English.

Borrower Signature:	
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Date:	
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Print Name:	
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Address:	
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Email Address:	
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Home/Cell Phone Number:	
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Equipment Return: TO BE COMPLETED UPON RETURN OF EQUIPMENT