

# RENTAL CONTRACT

## PIANOS

The following contract is entered into between the company

ALBIN FÖRSTL GmbH  
Bellariastraße 4 | A-1010 Vienna  
Place of business: Vienna | Commercial register no. 268341w



(hereinafter also being referred to as the „owner“) and

Name: ..... Born on: .....

Address: .....

Tel.: ..... Mobile: .....

E-Mail: ..... Profession: .....

The latter is hereinafter being referred to as the „renter“.

1. The *owner* hereby agrees to rent to the *renter* an *instrument* identified as follows:

Type of the instrument: ..... Brand: ..... Model: .....

New | Used \*) AF - No.: ..... in the amount of € incl. 20% VAT: .....

2. This contract will commence on the day of delivery: .....

3. This contract shall remain in effect until..... After that it may be terminated by one of the two *parties* with 1 month's notice.

The costs of delivery in the amount of € ..... (incl. 20% VAT) are to be covered by the *renter*. The *instrument* has to be carried by hand on steps in total ..... floors.

For the return transport a deposit is to be paid by the *renter* in the amount of € ..... incl. 20% VAT.

Where the *renter* requires delivery or return to an address where the *instrument* must be carried on steps by hand and this additional transport service is not covered in the price for delivery and deposit mentioned above, the *owner* may re-invoice the *renter* an amount of € ..... per floor in each case – for delivery and for the return transport deposit to be covered by the *renter*.

4. The monthly rental fee incl. 20% VAT is € .....

5. This direct debit authorisation is to acknowledge that the *owner* is hereby authorised to debit the *renter's* bank account:

Bank institution ..... IBAN .....

BIC ..... for the payment of rental fees. Should the *renter* dispute the direct debit of any rental fee payment for any reason, the *renter* may seek a refund of the rental fee payment from the *owner* within 8 weeks from the date of the direct debit. If the bank account specified above by the *renter* has insufficient funds to cover the monthly rental fee direct debit, the *owner* may provide an invoice to the *renter*, and the *renter* must pay, for any bank fees charged to the *owner* as a result.

## BUYER'S OPTION

1. The *renter*, as part of the contract herein, is hereby granted by the *owner* the exclusive right of purchasing the *instrument* with a value of € ..... at any time during the term of this contract.

Any rental fees and deposits paid by the *renter* prior to the *renter* exercising its buyer's option will be deducted from the purchase value. Commencing from the 13th month of rental, the *owner* will charge interest monthly calculated at 0.5% of each month's remaining purchase value. Interest is to accrue each month until the *renter* has paid off the full purchase value of the instrument. The *renter* must pay to the *owner* all interest accrued after the value of the instrument is paid off. Ownership of the *instrument* will pass from the *owner* to the *renter* after the full purchase value including interest has been paid and settled by the *renter*.

2. The warranty period for the *instrument* starts with the day of delivery.

Vienna, .....

\*) If not relevant, cross out.

Signature of the *renter* and consent to the terms of contract stated overleaf

Signature of the *owner*

ALBIN FÖRSTL GMBH

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E-MAIL OFFICE@MIETKLAVIERE.AT | VAT-NR. ATU62037147 | 268341W | COMMERCIAL COURT VIENNA  
BANK ACCOUNT BAWAG | BIC BAWAATWW | IBAN AT 33 1400 0380 1089 3124

# TERMS OF CONTRACT

1. The *owner* is entitled to withhold delivery of the *instrument* without any reasons and terminate this contract before delivery with immediate effect. If the *renter* fails to pay the rental fees on time or in case of any other breach of this contract, the *owner* is entitled to terminate the contract with immediate effect and to pick up the *instrument* from the *renter* without any judicial procedure. The *renter* agrees to give the *owner* access to the address specified by the *renter* for this purpose.
2. The *renter* is not allowed to sublease, sell or pledge the *instrument* or otherwise deal with its interests in the *instrument* during the term of the contract. Furthermore, the *renter* must provide written notice to the *owner* if the *renter's* address changes from the address specified in this contract. Any transportation of the *instrument* due to the *renter's* change of address must solely be carried out by the *owner* at the *renter's* expense.
3. The *owner* has exclusive ownership of the *instrument* unless the *renter* exercises its buyer's option in accordance with the provisions above. The *owner* is entitled to inspect the *instrument* with prior notice to the *renter*.
4. If the *instrument* is involved in the *renter's* insolvency, the *renter* must inform the *owner* immediately about the circumstances of the insolvency and is liable for all costs payable by the *owner* with respect to the insolvency.
5. The *renter* is liable for any damages or unusual wear and tear caused to the *instrument* and must bear all costs related to rebuilding the *instrument*. If the *instrument* is lost or is unable to be repaired, the *renter* must pay the *owner* the full value of a similar aged replacement *instrument*. The *renter* acknowledges that the *owner* does not bear any liability with respect to the risks mentioned in this provision.
6. The *renter* should always treat the *instrument* carefully. The *instrument* must be set up in a relatively dry place with reasonable distance from windows, direct sunlight and heaters (min. 1.5m) thus being protected from humidity and overheating. The best surroundings for the *instrument* is a temperature of 20 to 25°C with a relative humidity of 40 to 65%. The *renter* must tune the *instrument* once a year at his/her own expense.
7. Invalidity of individual provisions of this contract for whatever reason shall not affect the validity of the remaining provisions of this contract.
8. All disputes arising out of this contract or related to its violation, termination or nullity including the validity of this provision can only be filed at the competent court in Vienna. The warranty period starts with the day of delivery.

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