

Picks. - Loan Agreement

Fender Musical Instruments: www.fender.com

Hard Rock Hotels: www.hardrockhotels.com

Guest Information 宾客信息:

Guest Name 宾客姓名:

Room 房号

Name on Reservation

Check-in Date*:

Check-out Date*

Equipment Information 设备信息:

Guitar Model Selected

吉他型号

Also provided with the Fender Guitar is a floor amplifier and a set of AKG headphones. 与Fender吉他一起同时配备有便携式扩音器和AKG头戴耳机套装。

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

以上物品简称为“设备”。

Date Out:

Due Date:

借用日期

预计归还日期

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

使用协议：请在签署和认可以下条款之前认真阅读整份协议

- I represent and warrant that I am least eighteen (18) years of age.**
本人确认并且保证至少年满十八（18）周岁。
- 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 CNY3000 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.
设备损坏/损失事项。本人对所有损坏和/或损失的设备完全负责,包括维修和更换的费用(根据设备在更换时制造商建议的零售价),外加税收费用和航运费用。本人授权硬石酒店从本人信用卡收取任何及全部费用。本人进一步授权硬石酒店从信用卡收取人民币3000元的保证金。硬石酒店撤销保证金不代表硬石酒店放弃任何索偿。本人将在保管期间及时告知任何损失,损坏或由设备引起的任何损失,损坏。
- EQUIPMENT TO STAY ON PREMISES.** I will not remove the Equipment from the Hard Rock Hotel premises from where the Equipment is being loaned.
设备是在房间内使用的。本人不会将酒店借出的设备带离硬石酒店本人所在的房间。
- CONSENT TO RECEIVE PROMOTIONS FROM FENDER.** Please check one of the following:
同意接受FENDER的服务。请查阅以下内容：

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. 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.

我同意硬石酒店向Fender Musical, Instruments Corporation (“Fender”)提供我的姓名和联系信息 (“个人信息”),以允许Fender向我发送特别优惠,公告,电子邮件和其他通讯 (“促销活动”),我同意接受这样的促销活动。我也同意硬石酒店给我这样的促销活动。我可以随时根据促销活动或相应各方隐私政策规定的程序,从硬石酒店或Fender撤销对促销活动的同意。与Fender分享的个人信息将遵守Fender的隐私政策。有关Fender隐私政策的信息,请访问www.fender.com/legal/privacy_policy.php。个人信息可能在美国或任何其他国家/地区的硬石酒店或Fender的维护设施存储和处理,我同意在这些地点存储和处理我的个人信息,即使这些设施的位置可能有数据比我的原籍国不太严格的隐私立法,如欧盟。硬石酒店和硬石餐厅国际(美国)有限公司基于加密免责规定协议范围内遵守所阐述由美国商业部关于收集,使用和来自欧盟,欧洲经济区和瑞士数据的保留。

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

我不希望从硬石酒店和/或Fender收到特别优惠,公告或其他促销通讯。

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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 here in. I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

责任免除。该设备的原样提供作为对本人提供的便利服务，硬石酒店，硬石国际管理有限公司，芬达，或任何其他各自所有者、员工、代理人或分支机构人员（以下统称“发布方”）没有任何对本人明示或暗示进行担保或责任。在适用法律允许的最大范围内，本人解除并免除任何与设备有关的责任、本人的使用/拥有的索赔、损害赔偿和伤害。本人还同意赔偿并保护每一个和所有的发布方对任何和所有索赔（无论是成立与否）损失、伤害或损坏引起的或设备或使用相关，除非该索赔是直接源于发布方的严重疏忽或故意的不当行为。本人知晓，在本协议执行之后，本人可能会发现实际情况，或承担本协议执行时未知或不知情的索赔，如果本人当时知道，可能会有实质性的影响了本人执行本协议和本协议发布的决定。本人承担了这些未知事实和这些未知和未知的索赔的风险。

6. I agree that this 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.

本人同意此协议构成了关于其主题的完整和完整的协议，本人同意：(a) 不依赖于本协议文本中未明确规定的任何其他文件或任何通信或声明。

Borrower Signature:

借用人签名

Date:

日期

Print Name:

正楷签名

Address:

住址

Email Address:

电子邮箱

Home/Cell Phone Number:

家庭/移动电话号码

Equipment Return: TO BE COMPLETED UPON RETURN OF EQUIPMENT

设备送回：需要在设备送回前完成

Equipment returned & inspected

设备送回&检查

Repairs required

维修需求

No repairs required

无维修需求

Checked in by:

检查人员：