

Mardi Gras Costume Shop

Theatrical Costume Rental Contract

I. RENTAL

A signed Contract is required for all costume rentals. Educational institutions may rent via purchase order, which must be received and verified prior to shipping. Payments may be made by major credit card, money order or check. If payment is made by check, then it must clear prior to shipping. Generally, Mardi Gras Costume Shop's rentals are not for sale; however, custom builds are available; please contact us. **NOTE:** Mardi Gras Costume Shop will handle cancellation fees on an individual basis, depending upon the amount of time and expense invested in the production.

II. PRICING

Our standard rental rate is for a minimum of three days and includes alterations and cleaning. We offer theaters, churches, and schools the opportunity to rent costumes for four weekends (from the ship date) for the same price! Each additional weekend is another one-half rental. To qualify for this theatrical discount, a signed Contract must be received twenty-eight days prior to shipping. **NOTE:** If a signed Contract is **NOT** received at least twenty-eight days prior to shipping, additional charges may apply, depending upon the season, complexity, number of costumes, and lead time. Call for details. Our weekends are Saturday and Sundays; costumes are priced individually.

III. ARIZONA RENTALS

Mardi Gras Costume Shop will charge local sales tax of eight percent unless the client's IRS determination of 501 (c) (3) status is on file with Mardi Gras Costume Shop.

IV. SECURITY DEPOSIT

A refundable security deposit of fifty percent of the total costume rental fee **or** fifty percent of the total costume replacement value is required for all rentals upon signing of this Contract. The amount of the deposit is determined by the replacement value of the costume(s). We accept American Express, Mastercard, Visa and checks. If the security deposit is paid by check then it must clear before shipping. Refunds are processed within two to three weeks following the assessment and inventory of the shows return.

V. SHIPPING

We insure and ship via UPS. We recommend you do the same. Shipping charges are determined by size, weight, and method of shipping. The client is responsible for shipping charges to and from Mardi Gras Costume Shop.

VI. RETURNS

Costumes must be shipped within forty-eight hours of the last performance. Costumes not shipped out within forty-eight hours are subject to another one-half rental charge. Costumes should be returned the same way they were received: On hangers and with the Actor's name and checklist attached. If Mardi Gras Costume Shop has to hunt for the pieces of returned costumes, an additional charge of up to twenty-five percent of the total bill will be assessed.

VII. DAMAGE AND/OR LOSS

A detailed inventory of all costumes and accessories will be supplied by Mardi Gras Costume Shop. We need notification of any discrepancies between the inventory and what the client received within forty-eight hours of receipt. If the client fails to do so, he/she assumes all the responsibility for loss/or damage to all items on the inventory for any cause whatsoever.

Damage includes glue, safety-pins, tape, tears, burns, cuts, excessive make-up, removal and/or additional buttons, medallions, badges, or other kinds of trim. Knee slides are not to be performed while in costume. In the event of damage or loss, the client agrees to pay for such amounts as Mardi Gras Costume Shop determines for restoration/replacement of the item(s).

VIII. MEASUREMENTS

The measurements that the client provides are very critical, so please be accurate. Use the measurement sheet and follow the simple instructions.

IX. ALTERATIONS

Mardi Gras Costume Shop will perform necessary alterations based on the measurements provided by the client. In the event further minor alterations are needed, please follow these simple rules.

- a.) Tack alterations in thread, not safety-pins. Safety-pins left in the garment as alterations will damage the garment.
- b.) Under no circumstances may a garment be cut, dyed, painted, distressed, glued, stapled, or taped.
- c.) Do not use iron-ons such as Stitch Witchery, stick-ons, or glue-ons.
- d.) Do not cut seam allowances.
- e.) Never cut a hem/train.
- f.) If you apply trim to a garment, it must be removed before returning it.

X. CLEANING

Many of our costumes are irreplaceable and require laundering expertise and therefore cleaning is included in the rental price. We suggest undershirts, and/or other protective garments to keep your talent smelling fresh. Under no circumstance may the client launder/clean any costumes.

XI. CERTIFICATE OF INSURANCE

As a condition of all costume rental Contracts, we require a "Certificate of Insurance" from the client. If we are unable to obtain an appropriate certificate prior to the shipping/pick-up of the rental, we will accept a higher refundable security deposit in lieu of a Certificate of Insurance.

XII. NON-LIABILITY OF MARDI GRAS COSTUME SHOP

Mardi Gras Costume Shop is not responsible or liable to the client, its employees, independent contractors, or agents for personal injury or death to any person, property or property damage occurring on property owned or leased by Mardi Gras Costume Shop. The client agrees to use the costume(s) or other item(s) specified on the costume inventory at the client's own risk. Mardi Gras Costume Shop shall not be responsible or liable to the client, its employees, independent contractors, or agents for personal injury or death to any person or property damage arising out of or in connection with the use of said item(s).

XIII. ENFORCEMENT

If it becomes necessary for Mardi Gras Costume Shop to employ an attorney to enforce the terms of this Contract or collect any sum of money due hereunder, the client agrees to pay all costs and expenses of collection or enforcement incurred by Mardi Gras Costume Shop, including, but not limited to, Mardi Gras Costume Shop's reasonable attorney's fees and costs.

XIV. ACKNOWLEDGENT

As Mardi Gras Costume Shop is family owned and operated, we would greatly appreciate some thank you in your program such as, "The producers wish to thank Mardi Gras Costume Shop for its assistance in this production." Additionally, it would be great if you could send us a copy of your program. With your permission, we would love to receive photos of your production to use for our promotional materials, crediting your company.

We/I have read the Terms and Conditions of the Rental Contract. We/I are hereby under a costume rental Contract and are liable for all costumes rented from Mardi Gras Costume Shop.

Authorized Signatory: _____

Printed Name: _____

Date: _____

Theater/Institution Name: _____

Contact Person Name/Phone Number: _____