Theatrical Costume Rental Contract

I. RENTAL
A signed Contract is required for all costume rentals. When possible, an additional quote sheet detailing the characters and costume pieces with the pricing is attached. Payment is due in full prior to costumes being shipped. Payments may be made by major credit card, purchase order or check. If payment is made by check, it must clear prior to shipping. Educational institutions may rent via purchase order, which must be received and verified prior to shipping. Mardi Gras Costume Shop’s costumes are not for sale and remain the property of Mardi Gras Costume Shop. 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. Mardi Gras Costume Shop reserves the right to cancel this contract at any time and for any reason. Since many of our costumes are unique, they are not necessarily available in all sizes. Reasonable substitutions will be made to accommodate your actors’ measurements.

II. PRICING
Our standard rental rate offered to theaters, churches, and schools covers their first dress rehearsal thru the run of the show. If the run of the show is more than 2 weeks then each additional week is another one-half rental. To qualify for this theatrical discount, a signed Contract must be received prior to shipping. Additional charges may apply for extreme sizing beyond those available for the production.

III. ARIZONA RENTALS
Mardi Gras Costume Shop will charge local sales tax of seven and ninety-five percent (7.95%)

IV. SECURITY DEPOSIT
If paying by credit card, purchase order, or using a credit card as a guarantee, no security deposit is required. If paying by check with no credit card guarantee, a refundable security deposit of fifty percent (50%) of the total costume rental fee or fifty percent (50%) of the total costume replacement value is required for all rentals upon signing of this Contract. The amount refunded is determined less any fees for late, missing, or damaged costumes, which can meet or exceed the total security deposit on file. If the security deposit is paid by check,
it must clear before shipping. Refunds are processed within two to three weeks following the assessment and inventory of the show’s return.

V. SHIPPING
We insure and ship roundtrip via UPS. 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 (25%) of the total bill will be assessed. If you choose not to utilize the return shipping label provided by Mardi Gras Costume Shop, a tracking number must be provided to document the return.

VII. DAMAGE AND/OR LOSS
A detailed inventory of all costumes and accessories is supplied by Mardi Gras Costume Shop. You must notify Mardi Gras Costume Shop of any discrepancies between the inventory and what the client received within forty-eight hours of receipt. If the client fails to do so, they assume all the liability for loss/damage to all items on the inventory for any cause whatsoever.

Reasonable wear is to be expected, however damage would include glue, safety-pins, tape, tears, burns, cuts, excessive make-up, missing or removal of buttons, medallions, badges, or other kinds of trim. Knee slides are not to be performed while in costume. Except as required in stage directions, eating, drinking and smoking in costume is strictly forbidden. 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 critical for appropriate fit, so please be accurate. Use the measurement sheet and follow the instructions. We rely on your measurements to pull and alter the garments. We recommend that one adult take all the measurements for consistency.

IX. ALTERATIONS
Mardi Gras Costume Shop will perform necessary alterations based on the measurements provided by the client. We cannot be responsible for incorrect measurements. We can only guarantee the fit if the measurements you provide are correct. 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, 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**

If a credit card or purchase order is offered as payment/guarantee, no Certificate of Insurance is required. If paying by check (which must clear prior to shipping) a Certificate of Insurance is required to guarantee against loss in the event of a catastrophe. 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 Contact 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. ACKNOWLEDGMENT**

As Mardi Gras Costume Shop is family owned and operated, we require acknowledgement in your program such as, “The producers wish to thank Mardi Gras Costume Shop for its assistance in this production.” Graphics available upon request. We require receiving a copy of your program and photographs of your production. Your submission of photographs indicates your approval and release, allowing Mardi Gras Costume Shop to use the items in promotional materials, crediting your company.
XV. SIGNATURE

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.

Please initial the following:

___ We/I understand that costumes must be compared to the inventory upon receipt and any discrepancy reported with 48 hours.

___ We/I understand the costumes must be returned to the carrier within 48 hours of closing.

___ We/I understand costumes must be returned as received, on hangers, tagged with the actors name, otherwise a fee of up to twenty-five percent (25%) will be incurred.

___ We/I understand an extra fee may be incurred for extreme sizes beyond those readily available.

___ We/I understand that reasonable substitutions may be made to accommodate actor measurements.

___ We/I understand that acknowledgement, copy of the program, and a minimum of 10 photographs are to be shared with Mardi Gras Costume Shop.

___ We/I understand that Mardi Gras Costume Shop reserves the right to cancel this contract.

Compliance with the above terms will earn a 10% rental credit applicable toward your next production.

Authorized Signatory:

Printed Name: ______________________ Date: ______________

Organization Name

Production

Contact Name

Contact Phone: ___________________ Contact Fax: __________

Contact Cell: ___________________ Contact Email: __________

Billing Address

City: ___________________ State: _______ Zip: __________

Ship-To Address (if Different)

City: ___________________ State: _______ Zip: __________

Preferred Payment Method

Visa MasterCard Discover AmEx Cash/Check

Purchase Order Number (School Use Only)

Credit Card Number: __________ Expiration Date: __________

Security Code: __________

Estimated Rental

Dress Rehearsal Date

Estimated Shipping

Opening Date

Security Deposit

Closing Date

Insurance Carrier

Policy Number: __________ Agent: __________ Phone: __________