



5895 N. Granite Reef Road, Scottsdale, AZ 85250 Phone: 480.948.4030 Fax:480.948.0754  
[Info@mardigrascostumeshop.com](mailto:Info@mardigrascostumeshop.com)

## **Theatrical Costume Rental Contract**

### ***I. RENTAL***

A signed Contract, our completed costume plot, and our completed measurement chart is required for all costume rentals. These documents are required 5 weeks prior to your first dress rehearsal. Anything less than 5 weeks will constitute a rush and a 10% surcharge will be added to your total. The costume plot is a tool for you to make your selection from the costume changes available for each character. Payments may be made by major credit card, purchase order or check. 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.

### ***II. PRICING***

Our rental rate as published in our various costume plots is offered to theaters, churches, and schools and covers the first dress rehearsal through the run of the show. If the first dress rehearsal and run of the show is more than 3 weeks another one half rental for each additional week will be charged.

### ***III. ARIZONA RENTALS***

Mardi Gras Costume Shop will charge local sales tax of eight point zero five percent (8.05%)

### ***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 ship roundtrip. Shipping charges are determined by size, weight, and destination. The client is responsible for shipping charges to and from Mardi Gras Costume Shop. The signatory of the contract is responsible for insuring that the costumes are returned in a timely fashion as outlined in the next section.

## **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 an additional charge of up to twenty-five percent (25%) of the total bill. Costumes should be returned the same way they were received on hangers and with the Actor's character card. If they are not returned in this fashion an additional charge of up to twenty-five percent (25%) of the total bill will be assessed. We supply return shipping labels for each box. Please follow exactly the return shipping instructions included with your shipment. If our return label instructions are not followed exactly and packages are lost or delayed we reserve the right to charge replacement or late fees as appropriate.

## **VII. DAMAGE AND/OR LOSS**

A detailed invoice of all costumes and accessories is supplied by Mardi Gras Costume Shop. You must notify Mardi Gras Costume Shop of any discrepancies between the invoice and what you have received within forty-eight hours of receipt. If you fail to do so, you assume liability for loss/damage to all items on the invoice.

Reasonable wear is to be expected. Damage includes but is not limited to: glue, safety-pins, tape, tears, burns, cuts, excessive make-up, missing or removed buttons, medallions, badges, or other kinds of trim. Knee slides are not to be performed while in costume. Damage from knee slides will result in replacement fees. Damage from eating, drinking and smoking in costume may require additional cleaning or replacement fees as necessary.

## **VIII. MEASUREMENTS**

The measurements that you provide are critical for appropriate fit, so please be accurate. Use our measurement sheet and follow the instructions provided. We rely on your measurements to pull and alter the garments. We strongly recommend that one adult take all the measurements for consistency. We can only guarantee the fit if the measurements you provide are correct.

## **IX. ALTERATIONS**

Mardi Gras Costume Shop will perform necessary alterations based on the measurements provided. In the event further minor alterations are needed, please follow these simple rules. We cannot be responsible for incorrect measurements.

Tack alterations in thread, not safety-pins. Safety-pins left in the garment as alterations will damage the garment.

- a. Under no circumstances may a garment be cut, dyed, painted, distressed, glued, stapled, or taped.
- b. Do not use iron-ons such as Stitch Witchery, stick-ons, or glue-ons.
- c. Do not cut seam allowances.
- d. Never cut a hem/train.
- e. If you alter a garment, that alteration 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 circumstances 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 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 invoice 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 a family owned and operated, we require receiving photographs from your production of our costumes. 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 read and initial the following:**

- We/I understand that costumes must be compared to the invoice upon receipt and any discrepancy reported within 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 character card
- 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 an extra fee may be incurred for extreme sizes
- We/I understand that reasonable substitutions may be made to accommodate actor measurements
- 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 \_\_\_\_\_