

COSTUME RENTAL AGREEMENT

Please read the terms and conditions carefully

Contact Name: _____

Phone Number: _____

E-mail: _____

Show Name: _____

POLICIES

Fees:

Our rental fees are determined on a per piece bases. Those fees can be found on our Price Sheet. All rentals are on a production rental (12 weeks). If the rental time exceeds the agreed upon rental period, a charge of 20% of the total rental will be added for each additional week. If additional rescheduling of a rental period is required, please contact Hollywood South Costumes as soon as possible. Rescheduling must be approved for late fees not to occur.

Loss and Damage:

Any loss or damage of any item will be charged at a rate of 10 times the rental rate for that item.

Approval Period:

Once pulled, the Approval Period is 48 hours prior to the commencement of the Rental Agreement.

Restocking Fees:

Any rental that has been pulled or shipped and is cancelled prior to the completion of the Rental Agreement will have a restocking fee of \$3.00 per item to be restocked.

Alterations:

Costumes may be altered to fit and must be returned in their original condition. If a costume is returned damaged, Loss/Damage fees will be charged at a rate of 10 times the rental amount.

Cleaning:

All costume pieces must be returned clean and free of stains and body odor. Anything returned unclean will be assessed additional cleaning fees.

Signature: _____

Printed Name: _____

Rental terms and Conditions Rider ("Rider")

Reference is hereby made to that certain Costume Rental Agreement (the "Underlying Agreement") between Hollywood South Costumes ("Lessor") and _____ ("Company") in connection with the audiovisual production currently known as " _____ " ("Program") with respect to the lease of costumes ("Leased Items"). The agreement and this Rider constitute the rental agreement ("Rental Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Lessor and Company hereby agree to the following:

1. All right of every kind in and to all photographs and sound recordings made hereunder (including, but not limited to, the right to exhibit any and all scenes photographed or recorded in connection with the Leased Items throughout the world in perpetuity) shall be and remain vested in Company, its successors, assigns and licensees. If Company photographs the Leased Items, Company shall have the right to refer to the Leased Items or any part thereof by any fictitious name, and the right to attribute any fictitious events as occurring in and/or around the Leased Items.
2. Company will not be obligated to indemnify Lessor for any claim or liability which is a result of the gross negligence or willful misconduct of Lessor or Lessor's breach of the Underlying Agreement (as amended by this Rider.)
3. Lessor represents and warrants that the Leased Items are in good repair and working order and is free from defects (latent or otherwise) in material and workmanship, and that Lessor owns and/or controls the Leased Items and has full right and authority to enter into this Rental Agreement.
4. Company will only be liable for repairing or replacing damaged or lost Leased Items if Lessor notifies Company in writing with full particulars of any such actual damage or loss within 5 business days of Company's return of the Leased Items. Company will only be liable for damage to the Leased Items caused directly by Company's negligence or willful misconduct that occurs while the Leased Items are in Company's care, custody and control (excluding any damage caused by inadequate maintenance or a design/manufacturing defect, and excluding any reasonable wear and tear). In any event, Company's liability to Lessor shall be limited to the lesser of reasonable replacement costs, or reasonable repair costs of all Leased Items which are lost, stolen, or damaged while in the control of Company.
5. Late fees and/or interest on late payments shall not accrue until the applicable payment is overdue at least 30 days.
6. Company will not be obligated to carry any (or carry any specific type of) insurance in connection with the Leased Items, the Program, and/or the Rental Agreement.
7. Lessor agrees that its sole and exclusive remedy for Company's breach of this agreement shall be through an action at law for monetary damages, if any, and in no event will Lessor be entitled to enjoin, restrain or interfere with the development, production and/or distribution of the Program or with the advertising, publicizing, exhibiting or exploitation of said photograph and/or in connection therewith.

8. To the extent that any provisions of the Underlying Agreement are inconsistent with this Rider, the provisions of this Rider shall govern.

ACCEPTED AND AGREED TO:

COMPANY: _____

LESSOR: _____

By: _____

By: _____

Its: _____

Its: _____