

Costume Rentals Corporation

11149 Vanowen Street, North Hollywood, CA 91605 Tel#: (818) 753-3700; Fax#: (818) 753-3737

Rental Agreement

Lessee/Company: _____ (defined hereinafter as "Customer").

Information: Customer must complete a *Production Information Sheet* prior to any costumes leaving the Costume Rentals Corporation ("CRC") premises. A separate Information Sheet must be filled out for each show.

Deposits: If Customer does not have a credit account with CRC, the cost of the rental plus a deposit will be required. Normally, the deposit will equal the rental amount and the minimum deposit required is \$20.00. All checks are deposited the day after received, **No Checks Held**. Deposits will be refunded when costumes are returned clean and in good condition. Check refunds will be issued 10 working days after the final return less cleaning, loss and damage, shipping and handling, additional &/or extended rental charges, if any. Credit card and cash deposits are issued on the day complete and final return of costumes are received.

Rentals: CRC has two rental periods: WEEKLY (7 days) or PRODUCTION (up to 16 weeks), commencing on the day the costumes leave the premises. Additional rental charges will be billed if costumes are not returned within the initial rental period requested. Customer shall not be permitted to sub-lease costumes. *Clearance for use and/or portrayal of uniforms, insignias, etc. is the sole responsibility of the Customer. Customer shall defend, indemnify and hold CRC harmless from Customer's failure to obtain clearances or licenses as necessary for use of any of the costumes. ALL TERMS & CONDITIONS ON THE BACK OF CRC RENTAL/ORDER SHEETS APPLY.*

Approvals: Approvals must be requested in advance and are subject to the following restocking fees: 24 hour - 25%, weekend - 50%. No approvals will be allowed for holiday weekends, accessories, (eg: shoes, belts, hats, etc.) jewelry, set dressing or photo shoots.

In-House Fitting: Costumes used for in-house fittings must not leave CRC's premises and should be returned within the same day or rental charges will apply. A VIP Fitting Room and regular Fitting Rooms are available for in-house fittings. Please sign up in advance.

Returns: Customer shall be responsible for the return of all costumes, free from any damage and in the same condition and appearance as when received. Costumes must be returned in the same order as listed on the rental sheets. A receipt for each return is written upon check-in and any discrepancies must be brought up immediately. No claims accommodated or accepted after 3 days from the date of the receipt. Removal or damage of barcode labels will result in additional fees.

Indemnity: Customer shall defend, indemnify, and hold CRC harmless from and against any and all claims, actions, causes of action, demands, liabilities, and expenses whatsoever, including court costs and reasonable outside attorney's fees, arising from or in connection with the costumes rented herein.

Loss & Damage: In the event of loss, damage or destruction of any costumes, Customer shall be responsible to CRC for the replacement cost value of the costumes, as applicable, and Customer shall further be responsible to CRC for the loss of use of the costumes during the time items are being replaced. Customer shall be responsible for a fee in the event of the removal or destruction of any barcode labels from any costumes. In no event shall CRC be liable for any consequential damages. Acceptance of trades are at the sole discretion of CRC Management.

Insurance: Customer shall maintain (i) all risk property insurance naming CRC as loss payee, including coverage for theft and loss of use, covering the costumes at their replacement value and covering all risk of loss, damage or destruction of the costumes and accessories; and (ii) commercial general liability insurance naming CRC as an additional insured, including coverage for the operation of independent contractors and contractual liability coverage, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Customer's insurance as required in the foregoing shall be primary coverage over CRC's insurance.

Warranty: Customer acknowledges that it has made the selection of costumes based upon its own judgement and that such costumes are leased "as is." CRC does not make, and specifically disclaims, any representation or warranty as to the condition, quality, durability, or suitability of the costumes in any respect or as to their fitness for any particular use.

Cleaning Charges: Costumes must be returned in the same condition it left CRC. Costumes returned not dry-cleaned will result in cleaning fees. Cleaning fees are normally 30% of production rental price. Price may vary depending on fabric or make of costumes.

Hold policy: Pre-production holds may remain on the hold line for 1 week only at no charge. Costumes not rented after 1 week will be returned to stock and a 25% restocking fee will be charged. It is the Customer's responsibility to inform CRC if they wish to extend the hold period after 1 week. Post production holds are 5% of production rental fees per week and begins the first week of hold.

Misc. Charges: Customer shall be responsible for all costs incurred by their designated customer/representative. This includes but is not limited to: photocopies, faxes, toll and long distance calls, labor costs (\$25-\$50/hr Costume House labor, \$28-\$50/hr Tailor Shop labor and \$60.00/hr Research labor), shipping & handling. Late or Early Open charges will apply when customers request services before or after business hours.

Cancellations: Rental cancellations are subject to restocking charges and the labor charge incurred to pull the order will still apply. Once orders are written, rentals are considered a firm order and as such subject to CRC restocking policies. No cancellations allowed for purchases and/or special orders, **All Sales Are Final**.

Credit: If a credit account is extended to Customer, invoices and statements will be sent to the address given on the production information sheet. Invoices are due and payable in full within the terms stated on the invoice. All invoices not paid within the approved term will be subject to a late charge of 1½% per month on the delinquent balance. A past due invoice may cause delay on future orders or result in the cancellation of the account. CRC refers all past-due accounts to a collection agency. All collection costs, attorney fees or court costs plus interests shall be charged to the customer/lessee once an account has been referred to a collection agency.

Checks: Checks are accepted for payment. A Driver's License or a State Issued ID is required for all personal checks. No temporary checks accepted. Checks returned for any reason are subject to a \$50.00 processing fee. Upon the sole discretion of CRC, returned checks may result in the loss of check writing privileges and/or future costume rentals. Only CASH, MONEY ORDER or CASHIER'S CHECKS are accepted for payment of returned checks. We do not re-deposit checks.

No changes to these policies will be honored unless they are in writing and approved by CRC management prior to the start of any transaction.
Agreed to by:

Print Name & Title

Signature
Signed by an authorized representative of Customer.

Date