



COSTUME RENTAL POLICIES (APPENDIX – A)

- 1) **COSTUME RENTAL AGREEMENT:** The rental of costumes is done by contract only. Each rental requires a duly executed Costume Rental Agreement. GMCR merchandise is not for sale. It is for rental purposes only. **OUR MINIMUM RENTAL PERIOD IS ONE WEEK.**
- 2) **RENTAL APPOINTMENTS:** It is recommended that you contact us 2 - 6 months prior to your production opening date. We work by appointment only for all business, including returns. Please contact us at least 24 hours prior to when you would like to schedule your visit.
- 3) **CUSTOMER REPRESENTATION:** We work with one person who acts as an agent for The Customer. The selection of all costumes from GMCR shall be made by The Customer's agent under the supervision of GMCR's staff and subject to GMCR's approval. We do not make appointments with individual actors performing with an organization.
- 4) **CERTIFICATE OF INSURANCE:** As a condition of all costume rental agreements, we require a "Certificate of Insurance"- (Appendix B) from The Customer. If we are unable to obtain an appropriate certificate of insurance prior to the shipping/pick-up of your rental we will be unable to accommodate your rental needs. In cases where an individual is renting a costume, GMCR will accept a higher refundable security deposit in lieu of a Certificate of Insurance.
- 5) **IN-STATE RENTALS:** For in-state rentals GMCR will charge Connecticut sales tax of 6%, unless The Customer's IRS determination of 501 C-3 status is on file with GMCR.
- 6) **REFUNDABLE SECURITY DEPOSIT:** A refundable security deposit of 50% of the total costume rental fee or 50% of the total costume value is required for all rentals upon the signing of this agreement. The amount of the refundable security deposit is determined by the size of the rental. We accept American Express, Master Card, Visa and checks. Security Deposit refunds are processed within 2-3 weeks of the close of The Customer's account.
- 7) **TERMS OF PAYMENT:** Upon signing the Costume Rental Contract, The Customer agrees to pay all rental fees prior to the shipping/pick-up of costumes. **Checks are to be made payable to Goodspeed Musicals Costume Rentals and sent to the address listed below. American Express, Master Card and Visa are accepted. Purchase Order numbers are not accepted as a form of payment.** A final invoice for shipping, cleaning, loss, or damage charges will be sent after the costumes are returned to and inventoried by GMCR. Any charges on the final invoice will be deducted from the security deposit, and any overcharges will be billed to the Customer. The Customer shall pay GMCR within seven business days of receipt of the final invoice. A rental fee refund is processed within 2-3 weeks of the close of The Customer's account.
- 8) **HOLDING RENTAL ORDERS:** Space permitting, we will hold items in reserve for 30 days; after 30 days a fee of \$2.00 per item per day will be charged. The Customer will be charged this fee whether or not any or all items held are rented.
- 9) **HANDLING SERVICE FEES:** On each rental a **NON-REFUNDABLE Handling Service Fee** on a sliding scale from 10% to 30% of the first week rental cost is required for all rentals upon signing of the Costume Rental Contract.
- 10) **ADDITIONS / DELETIONS & TRIAL RENTAL:** The Customer may adjust the number of costumes rented at any time up to the opening date of the performance. Any unused costume not returned prior to the opening date will be charged at the full rental rate. We ideally give a **one-week** trial rental for fitting costumes prior to the opening date of the performance. This is negotiable. For inventorying returned costumes The Customer **MUST USE** the Costumes Inventory Sheet (Appendix C) provided by GMCR. **If The Customer does not use the Costume Inventory Sheet (Appendix C) provided by GMCR, The Customer will be charged an additional fee of \$5.00 per item returned.**

- 11) **PENALTY FOR LATE RETURNS:** All costumes are due back at GMCR on the return date, which is ten (10) days after the final performance of the production as stated by The Customer. If any costumes are returned after this date, The Customer will be **charged the first week's rental fee for each week past the return date until GMCR receives the costumes.** The Customer shall pay GMCR, within seven business days from the receipt of the final invoice. The final invoice will include the fees for late returns, for cleaning not done by The Customer, for shipping charges, and for any damage done to the costumes. The Customer shall pay interest, as charged by GMCR in the case of late payment of any invoice.
- 12) **CARE OF GARMENTS:** The Customer agrees that all items shall be used only for the purposes and in the manner for which they were intended. They are to be **professionally** dry cleaned or laundered by The Customer according to instructions by GMCR (unless otherwise agreed upon and so designated in the Costume Rental Contract). Dry cleaning receipts must be included with the return of each rental. All items shall be maintained and returned to GMCR in the condition in which The Customer received them as enumerated on the Costume Inventory Sheet (Appendix C). If the items are not in the condition stated on the Costume Inventory Sheet (Appendix C) when The Customer receives them, The Customer must notify GMCR immediately. Any damage not reported to GMCR is presumed to be the responsibility of The Customer.

Dress shields are to be used where applicable (e.g. ladies' dresses, men's jackets) and T-shirts must be worn under all men's costumes. **DO NOT USE STAGE BLOOD NEAR GMCR COSTUMES!**

All Goodspeed / design studio / designer's labels or Goodspeed inventory barcode tags etc. in each costume are not to be removed or covered up. The Customer must remove its labels prior to the return of costumes. **The Customer will be charged a restoration fee of \$2.00 per label /per item for removal of its labels. Any damage to the barcode labels on GCR garments will result in an additional charge of \$5.00 per label replaced.**

ACTORS SHOULD BE REMINDED TO BE CAREFUL APPLYING MAKE-UP AND NOT TO EAT, DRINK, OR SMOKE WHILE WEARING GMCR COSTUMES.

- 13) **ALTERATION GUIDELINES:** It is understood that costumes are rented as is. GMCR's costume collection is a valuable resource for Goodspeed Musicals and the theatre community. It's our mission to preserve this resource. For fitting purposes, minor alterations are allowed.
- a. **Baste alterations in thread, DO NOT use safety pins. Safety pins left in a garment as alterations will damage the fabric.**
 - b. Under no circumstances may a costume be cut, dyed, painted, distressed, glued, stapled or taped.
 - c. Do not use iron-ons such as Stitch Wichery™, stick-ons, glue-ons or staples.
 - d. Do not cut seam allowances!
 - e. Never cut a hem/train.
 - f. No flame proofing.
 - g. If you apply trim to a costume, remove it before returning it to GCR. **The Customer will be charged a restoration fee to be determined by the extent of the damage.**

Costumes must be returned to original condition, re-hung on **original hangers** provided and your nametags removed before returning to GMCR. Charges will be invoiced for failure to follow the policy.

- 14) **LOSS OF AND/OR DAMAGE:** The Customer assumes all responsibility for loss of and/or damage to all items entered on the Costume Inventory Sheet (Appendix C) for any cause whatsoever. Lost items must be replaced. If this is not possible, GMCR will charge a replacement fee, **which is the amount of money it will cost to replace the lost item, not the market value of the item.** In the event of damage, The Customer agrees to pay such amounts as GMCR determines for repair/replacement of the items.
- 15) **PICK-UP, RETURN AND SHIPPING OF COSTUMES:** The Customer is solely responsible for the pick-up and return of all items to and from GMCR, and for all related expenses. All costumes are due back at GMCR on the return date, which is ten (10) days after the final performance date. All items shall be returned to GMCR by appointment except when the items are being shipped, in which case they shall be shipped prepaid and insured for the dollar value indicated on the Costume Rental Contract. Upon receipt of a shipment, The Customer should unpack and inventory all items. Inform GMCR immediately of any shipping damage or packing discrepancies. Any damage not reported to GMCR is presumed to be the responsibility of The Customer. Any additional shipping charges will be included in the final invoice.

Extreme care must be taken when packing costumes for return shipment. The majority of damages in any costume rental are the result of improper packing. The following directions must be adhered to:

- a. When unpacking, The Customer must take particular note of how items are packed and repack each box the same way. The Customer should use the Costume Inventory Sheet (Appendix C) as a checklist to ensure that all rented items are returned. Include a copy of the Costume Inventory Sheet (Appendix C) in each box and highlight the costumes that are packed in that box. Packing the costumes in the same order as the Costume Inventory Sheet (Appendix C) expedites the return process and ensures that you will not incur additional charges. **If The Customer does not return costumes in the order listed on the Costume Inventory Sheet (Appendix C), GMCR will charge an additional restocking fee of \$5.00 per item.**
 - b. Hats should be packed together and cushioned in a separate, strong box – **not with other costume pieces that might crush them.**
 - c. Costumes must never be packed when damp.
 - d. Costumes must be **professionally** dry cleaned (unless otherwise agreed upon and so designated in the Costume Rental Policies). Dry cleaning receipts must be included with the return of each rental. Washable items must be laundered before return. **The Customer will be charged a fee for items not laundered or dry cleaned.**
- 16) **NON-LIABILITY OF GMCR:** GMCR is not responsible or liable to The Customer or its employees, independent contractors, and agents for personal injury or death to any person, or property damage occurring on property owned or leased by GMCR. The Customer agrees to use the costumes or other items specified on the Costume Inventory Sheet (Appendix C) at The Customer's own risk. GMCR shall not be responsible or liable to The Customer's or 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 items.
- 17) **ACKNOWLEDGEMENT:** The Customer shall state in its production program: "The Producers wish to thank Goodspeed Musicals Costume Rental for its assistance in this production." The Customer will provide GMCR with a copy of the program.
- 18) **ENFORCEMENT OF AGREEMENT:** If it becomes necessary for GMCR to employ an attorney to enforce the terms of this Agreement or collect any sum of money due hereunder, The Customer agrees to pay all costs and expenses of collection or enforcement incurred by GMCR, including but not limited to GMCR's reasonable attorney's fees and costs.
- 19) **GMCR WILL SHIP ITEMS ONLY AFTER RECEIPT OF THE FOLLOWING:**
- a. Rental Inquiry Sheet
 - b. Full Payment and Security Deposit required; SEE SECTIONS 6 AND 7.
 - c. Certificate of Insurance, SEE SECTION 4 AND (Appendix B) CERTIFICATE OF INSURANCE REQUIREMENTS FORM.
 - d. Costume Rental Contract