



7243 Coldwater Canyon Ave. North Hollywood, CA 91605

Telephone: (818) 982-3611

Email: accounting@easterncostume.com

Website: www.easterncostume.com

Hours: Monday – Friday 8AM – 5PM

WARDROBE RENTAL AGREEMENT

A signed Rental Agreement and insurance requirement must be on file with Eastern Costume's Accounting department before any rentals or sales are written up and released.

Insurance Requirement. A Certificate Of Insurance (COI) is required to rent wardrobe and props. The COI must have General Liability and Property Insurance provisions, and name Eastern Costume, Inc., as additional insured with \$1,000,000 or more in coverage, and as Loss Payee.

Orders under \$2,500 do not require a COI but may require a deposit equal to the replacement value of the rental item(s) and/or a current and valid credit card to be on file for incidentals. **Deposits are refunded via check only, after all rentals are returned and all invoices have been paid.**

Rental Periods:

- A. Weekly (10 calendar days – Fixed fee): Weekly rentals are to be returned within ten (10) calendar days from the date of rental. All rental items kept past the initial 10-day period will be automatically re-billed at the Production rental rate.
- B. Production (11 to 105 calendar days – Fixed fee): Production rentals are to be returned within fifteen (15) weeks from the date of rental (105 calendar days). All rental items kept past the initial 15-week period will be automatically re-billed for a second Production cycle at 5% of the Production rental rate per week. **Eastern Costume does not pro rate returns made mid cycle.**

Rental item(s). The renting party acknowledges that it has inspected that item(s) are in good condition and working order. Any damages not already documented on the rental sheet must be reported to Eastern Costume within seventy-two (72) hours of receipt of the items. Damages not promptly reported to Eastern Costume may be subject to damage fees. In case of theft or damage of the rental property, the customer must notify Eastern Costume within seventy-two (72) hours.

Approvals. The approval period for Weekly rentals is twenty-four (24) hours. The approval period for Production rentals is twenty-four (24) hours for local projects and seven (7) calendar days for out-of-state or international projects. Approvals are subject to a \$5 restocking fee, per item. Certain items, including but not limited to shoes, accessories, hats, and insignia, are not released on approval. No approvals will be released for photo shoots or during holiday weekends. Items returned on approval must be returned clean and unused. Approval rates will not be granted to any item(s) that appear used or dirty.

Cancellations. Cancelled orders may be subject to costume house labor and restocking fees if the order is cancelled after Eastern Costume staff has already worked on the order. Any discount or reduction in fees for orders cancelled due to force majeure events shall be negotiated by the parties in good faith at such time.



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Holds. No item(s) may be placed on hold before an account has been set up. Rental items may be placed on hold five (5) days prior to the pick-up date. Any hold item(s) not rented will be subject to costume house labor charges of \$50.00 per hour for restocking. Rentals placed on hold upon return will be billed at 5% of the production rental rate per week for each week of the hold. All holds are subject to approval by management.

Shipping. The renting party is responsible for all costs, taxes, levies, tariffs, and other fees assessed for shipping and transportation of the item(s). The renting party may choose to provide their own third-party delivery service to receive and return the item(s). If third-party shipping information is not provided, orders will be shipped using Eastern Costume's preferred service provider, billed to the renting party and subject to a 20% surcharge. All item(s) are the responsibility of Eastern Costume until they are delivered to the renting party, at which point they become the renting party's responsibility until they are delivered back to Eastern Costume.

Returns. Wardrobe must be returned dry cleaned and unaltered. Any item(s) not returned clean will be charged a cleaning fee, payable upon return of the item(s). Any damage to the wardrobe/props due to items added by the customer (e.g., patches with adhesive backing, Stitch Witchery, etc.) will result in loss/damage/replacement fees. Vintage or specialty clothing is recommended to be cleaned at specialty cleaners. Vintage items damaged during the cleaning process will incur a charge equal to the replacement value stated on the rental sheet.

Returned item(s) will be checked in within 10 business days of delivery. An expedited check-in may be available and will be subject to costume house labor charges of \$75.00 per hour.

A copy of the rental sheet matching the item(s) must be attached to your return(s). Any item(s) not appropriately marked with a sheet and line number will be subject to a charge of \$50.00 per order.

Trades. Eastern Costume reserves the right to accept or decline any replacement item(s) in exchange for lost or damaged property. All trades must be approved by Eastern Costume's warehouse supervisors.

Quotes. Quotes are valid for thirty (30) days. In the event of any changes within the order, the quote may be voided. Prices are subject to change at any time without further notice and may vary between styles, fabrics and periods. Costume house labor, shipping and any other third-party fees are not included in quotes.

Billing. Invoices are due upon receipt. After 60 days, invoices will be subject to a 3% late fee. Invoices sent to a third-party collections agency will be subject to an additional 25% fee.

Sublease. Renting party shall not transfer or sublease the Wardrobe to anyone without prior authorization from Eastern Costume. Renting party agrees to retain the wardrobe at all times in Renting Party's exclusive possession and under its direct control and supervision.

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STANDARD TERMS AND CONDITIONS

- 1. Loss and Damage.** The renting party shall only be responsible for any loss or damage to the rental items (normal wear and tear excepted), and any liability, damages, costs and expenses in connection therewith, to the extent arising from the renting party's negligence or willful misconduct and only while the rental items are in the care, custody and control of renting party. In the event the renting party is responsible for any such loss or damage to the rental items while such rental items are in the care, custody and control of the renting party, the renting party shall only be responsible for the actual and verifiable, out-of-pocket replacement cost value listed on the Check Out sheet or (if the rental items can be restored by repair to their pre-loss operating condition) repair costs of such rental items, and any substantiated loss of use by Eastern Costume of such rental items. The renting party shall not be responsible for any special, consequential, or incidental damages hereunder.
- 2. Publicity.** Any publicity, advertising or press with respect to the renting party's Show and any other of the renting party's audiovisual productions or projects, employees, affiliates, or other business activities acquired during the course of the renting party's use of the rental items hereunder will be under the sole control of the renting party. Therefore, Eastern Costume (or any employee and/or agent and/or contractor of Eastern Costume) will not consent to or authorize any person or entity to publish information about the Show without the renting party's prior written approval.
- 3. Ownership.** Eastern Costume represents and warrants that it is the sole owner (or authorized agent of the owner) of the rental items.
- 4. Trademarks.** Some of Eastern Costume's wardrobe items contain the marks, including names and logos, of third parties. Eastern Costume has not obtained consent to use these marks, including where they are protected by federal trademark and/or copyright law. Accordingly, the renting party shall be responsible for obtaining all necessary consents, if any.
- 5. No Guarantees.** The renting party makes no promises, representations or guarantees of any kind or nature as to the type or amount of business Eastern Costume can expect at any time in connection herewith, and the Term is not a "run of show" guarantee or guarantee for any particular number of days, screen credits, or royalties.
- 6. Force Majeure.** In the event either the renting party or Eastern Costume is materially delayed or prevented from performing any of the provisions of this Agreement by reason of a health epidemic or pandemic (including 2019-nCoV coronavirus pandemic ["COVID-19"] or mutations thereof), fire, war, civil disturbance, governmental action, order or regulation, riot, act of a public enemy, embargo, or war (a "Force Majeure Event"), the obligations of the parties under the Agreement will be suspended during the continuance of any such contingency. If the renting party returns Eastern Costume's rental items to Eastern Costume during a



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suspension caused by a Force Majeure Event, the renting party shall pay Eastern Costume the applicable fees accrued for Eastern Costume's services prior to the date of such suspension, and the renting party shall have no further obligation to Eastern Costume thereafter. If the renting party continues to use vendor's services during a suspension caused by a Force Majeure Event by maintaining possession of the rental items, any extensions and/or reduction in fees of such services shall be negotiated by the parties in good faith at such time.

7. **Independent Contractors.** Nothing in this Agreement is intended or should be construed to create a partnership, joint venture or employer-employee relationship between the parties hereto (or any of their employees or agents), and neither party is the agent of the other. Each party is an independent contractor to the other and will have no right, authority or power to create any obligation or responsibility, express or implied, on behalf or in the name of the other party.
8. **Assignment.** The renting party may assign this Agreement and any rights granted hereunder in connection with the development, production, advertising, publicizing, merchandising, distribution, exhibition and exploitation of the Show only. However, the renting party shall remain responsible for paying Eastern Costume for Eastern Costume's services.
9. **Warranty Disclaimer.** Eastern Costume does not make any express or implied representation, warranty, guaranty or assurance of any kind or nature, written or oral, relating to the products, including any representation, warranty, guaranty or assurance of or as to merchantability, functionality, performance or fitness for a particular purpose, or any representation, warranty, guaranty or assurance arising from course of dealing, course of performance, usage or trade practice, and eastern costume hereby expressly disclaims all such other representations, warranties, guaranties and/or assurances.
10. **Disclaimer of Liability.** Eastern Costume assumes no liability whatsoever for any: (a) harm to persons or property resulting from any cause other than eastern costume's gross negligence or willful misconduct, (b) damage to, or loss relating to, renting party's business resulting from any cause whatsoever, or (c) lost profits, or other special, incidental, consequential, indirect or punitive damages arising out of this agreement, whether such liability is asserted on the basis of contract, tort or otherwise.
11. **Limitation of Liability.** Renting Party acknowledges that Eastern Costume has set its prices and entered into this Agreement in reliance on the disclaimer and limitation of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties to this Agreement. As a result, except for liability arising from Eastern Costume's gross negligence or willful misconduct, the maximum liability of Eastern Costume to Renting Party arising out of or in connection with this Agreement shall be limited to the total amount paid by Renting Party to Eastern Costume hereunder.



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- 12. **Arbitration.** Any dispute relating to this Agreement shall be settled pursuant to binding arbitration under the rules of Judicial Arbitration and Mediation Services (“JAMS”) before a single arbitrator in California. The prevailing party in any such action shall be entitled to collect reasonable outside attorneys’ fees and costs.
- 13. **Remedies.** Eastern Costume will be limited to an action for money damages for any breach of this Agreement by the renting party, and Eastern Costume waives any right or remedy in equity, including without limitation the right to seek rescission, equitable or injunctive relief. Without limiting the foregoing, in no event will Eastern Costume be permitted to prevent or inhibit the production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the Show or any audiovisual recordings the renting party creates while using the rental items.
- 14. **Survival.** The parties to this Agreement agree that the disclaimer and limitation of liability and the disclaimers of warranties and damages set forth herein, as well as the arbitration and remedies clauses, shall survive any termination of this Agreement and remain in effect indefinitely thereafter.
- 15. **Complete Agreement.** This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by the parties. This Agreement may be signed in counterparts and transmitted via electronic means, and such counterparts (including digital copies thereof) taken together will constitute an original binding agreement. This Agreement will be construed and enforced in accordance with the laws of the State of California governing contracts to be wholly performed in California.

ACKNOWLEDGED AND AGREED TO:

EASTERN COSTUME, INC.

(“Eastern Costume”)

(“Renting Party”)

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____