

1222 Logan Circle NW ATLANTA,GA 30318 Info@southeastcostume.com

678-973-2632

## **RENTAL TERMS AND CONDITIONS**

These Rental Terms and Conditions (the "Terms & Conditions") set forth the policies, rules, and regulations that apply to your rental ("Rental") of costumes, accessories, or other wardrobe related items ("Costumes") from Southeast Costume Company ("SCC").

These Terms and Conditions are made part of the SCC Rental Form (the "Rental Form") and shall apply to all Rentals thereunder and any additional documentation required for your Rental. Any reference to these Terms & Conditions shall be deemed to include the Rental Form and any other documentation as applicable. Any and all terms and conditions proposed by you which are different from or in addition to these Terms and Conditions are deemed to be material alterations and shall not be binding upon SCC unless agreed to in writing by SCC.

All costumes rented from Southeast Costume Company shall only be used for the purpose of Motion Picture/Television or Theatrical Costuming and for no other use. During the rental period, and until the costumes are returned to SCC, Producer/Production is responsible for any accidents or injuries, loss or damage, and any costs/expenses resulting from the use or misuse of the costumes. SCC is not liable for damages or claims resulting directly or indirectly from the rented costumes.

## **RENTAL PERIODS**

24 Hour Approval Period A 20% restock fee for weekdays and 40% restock fee for weekends will be charged on items that are returned unused and with tags still attached during the offered 24 Hour Approval Period. Costumes used for any other purpose during the Approval Period will be charged as a

One Week Rental. No approval on accessories such as jewelry, shoes, hats, belts, etc. One Week (7 days) All rental items kept past the 7-day period will be charged the Production Rental rate.

Production Rental (8 days-15 weeks) The Production Rental rate is an additional 30% of the One Week rental rate. All items kept past the initial Production Rental (15 weeks) period will be charged for a Second Production Rental of 30% of the One Week rental rate. All rates shall be set forth on the Rental Form and/or Invoice.

Early/Late Open Fees \$100 per hour (one hour minimum) for business days, \$250 per hour (one hour minimum) for Saturday & Sunday.

**PAYMENT METHODS** All Rentals require a valid credit card on file OR a completed Credit Application. Accounts paid with a credit card will be charged at the time of the rental plus a deposit. The deposit will be credited back to the account after a successful return. SCC reserves the right to charge the credit card on file for any past due invoices plus any applicable service charges. Accounts on Credit Terms are due NET 30 DAYS from the date of the invoice. Accounts more than 30 days past due will incur a 10% late fee per invoice per month on all undisputed past due amounts. A \$40.00 processing fee will be charged for any returned check. Productions without financial guarantee must provide a Certificate of Insurance ("COI"). All Supply Store purchases and/or Special Orders are final sale. No returns or exchanges.

## RESTOCKING

All items pulled but not rented must be restocked at the time of the pull. A 2.50 per item restock fee will be charged if items are not restocked properly. If you are unsure where an item belongs, please ask the staff.



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HOLD POLICY Items may be placed on hold for one week at no charge.

- Hold Items picked up before the end of the 7th day will begin the standard rental procedures.
- Items that will remain on hold in house per customer request will be charged a 30% extended hold fee for up to 15 weeks.
- Items that are not picked up after one week will be returned to stock and incur a 20% restock fee.

**CLEANING** Costumes are to be returned professionally dry cleaned and pressed. Any item returned unclean and/or unpressed is subject to a 25% cleaning fee per item. Additional cleaning fees may apply to specialty items or if items are excessively dirty (makeup/food stains). Costumes must be returned in the same condition they left SCC – normal wear/tear excepted

**RETURN PROCEDURES** A copy of the rental sheet that corresponds with the items returned must be attached to the return(s). A labor fee will be assessed to returns that do not have paperwork attached. Costumes are to be returned with any and all hangers, bags, boxes or other items that were sent with the rental. Any returns not belonging to SCC and not claimed within 15 days are not the responsibility of SCC – Customers will be notified immediately if any returns are not the property of SCC.

PICTURE HOLDS Picture holds will incur a 30% fee every 15 weeks up until production picks up the rentals

LOSS OR DAMAGE In the event of loss, theft, or damage of any costume (normal wear & tear excepted) Customer shall be responsible for the repair or replacement. SCC reserves the right to charge the production of the replacement value listed on the rental sheet. All replacements must be approved by SCC management. No replacements will be accepted on "**No Trade**" rentals. A \$15.00 fee will be assessed to the damage/removal of any SCC bar code.

**ALTERATIONS** Costumes may be altered to fit but must be returned to their original condition before being cleaned and returned. Costumes returned with alterations will be charged alteration fees at a rate of \$75 per hour (patch removal is \$5 per patch) to return the costume(s) to their original condition. All alterations must be sewn. Alterations requiring cutting and/or dying of costumes is never allowed without written permission from SCC. Use of iron-on bonding web, glue, double sided tape, or any other type of permanent adhesive will result in damage/replacement fees.

LABOR CHARGES In House/Pulling Labor Fee = \$30.00 for 5 items or less, \$75.00 hour for more than 5 items (one hour minimum)

Alterations = \$75.00/hour (one hour minimum) when available.

SAFETY RULES Please <u>BE AWARE</u> of your own safety. SCC respects your choice of clothing and footwear, but we strongly suggest closed footwear with flat soles be worn at all times. Rolling ladders must be properly secured when in use. SCC is not liable for injury resulting in the misuse of rolling ladders except due to the gross negligence or willful misconduct of SCC to repair, service, or maintain our ladders. Ask for assistance at any time.

**CHOICE OF LAW/VENUE** These Terms and Conditions and any dispute related to the Rental shall be governed by the laws of the State of Georgia. The choice of venue for all disputes shall be Fulton County, Atlanta, Georgia.

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, am the Producer or UPM or Accounting Lead of

and am authorized to enter into this contract. I understand and acknowledge that the Rental Form/Invoice is subject to the Terms and Conditions and includes any other documentation required for Rental, including but not limited to the Production Information Form, Credit Card Authorization Form, Credit Application, and Qualified Vendor Form. Accepted and Agreed To By:

Project Title:	
Production Company:	
Print Name & Title:	
Signature:	Date: