



408 Talent Ave. Talent, OR 97540 (541) 552-2826

Monday-Friday 8:30am – 5:00pm PST

costumerentals@osfashland.org www.osfcostumerentals.org

OSF COSTUME RENTAL AGREEMENT

1. Shipping Information:

Customer Name & Title: _____ Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Ext. _____

2. Select Your Production Type:

- For-Profit Regional Theater Non-Profit Regional Theater Educational/Community Theater
 Film/ Television Photoshoot Other: _____

3. Title of Production/ Event: _____

4. Preferred Costume Arrival Date: _____

5. Production Opening & Closing Dates: _____

6. UPS or FedEx Account Number (if applicable): _____

7. Billing Information: (if different from above)

Customer Name: _____ Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Ext. _____

Please send this completed document to costumerentals@osfashland.org for each production.

Signature on last page required

RENTAL AGREEMENT

This agreement dated as of _____ between **Oregon Shakespeare Festival** (referred to as “OSF Costume Rentals”), whose address is 15 S. Pioneer Street, Ashland, OR 97520, and _____ referred to as “Renter”) whose address is _____.

A completed Rental Form and a Rental Agreement with a signature must accompany each order. OSF Costume Rentals will not accept rental requests, check availability, or pull orders until these documents are submitted.

APPROVAL PERIOD: All Production Rental Period orders are granted an approval period to conduct fittings and return unneeded items before the rental period begins (Weekly Rental Periods are not eligible for approval). All unneeded garments must be postmarked as shipped back to OSF Costume Rentals on or before the Approval Date listed on the checkout sheet provided with Renter’s original order package(s). All garments not postmarked as shipped on or before the Approval Date will be charged their base rental price regardless of whether they were used in production.

Reductions in the total cost for the rental due to returns during the approval period do NOT apply to handling, shipping, or pulling/restocking fees. **OSF Costume Rentals has a \$200 order minimum.**

RENTAL PERIODS: A rental period varies depending on the type of production and the Renter’s needs. The rental periods offered include:

- **Production Rental Period:** up to 8 weeks with an Approval Period of **2 weeks**.
- **Base Weekly Rental Period:** up to 2 weeks without an Approval Period.

Extended Rental Fee: An additional rental period can be requested for 50% the current rental rate.

If an extension is needed, please contact costumerentals@osfashland.org.

INSTITUTIONAL DISCOUNT RATES: OSF Costume Rentals offers discounted rates to Professional, Regional, Educational, and Community Theaters. Institutional Discounts require that the Organization using the garments sign the Rental Agreement and are not extended to Individuals. OSF Costume Rentals may require documentation prior to receiving an Institutional Discount. Renter’s discounted rate will be reflected on all checkout sheets and invoice drafts once documentation is received. Discount Rates are as follows:

40% - Non-Profit Theatre Organizations

50% - Educational and Community Theater Organizations

60% - Educational and Community Organizations in Jackson County and Josephine County, OR

***Discounts do not apply to Handling, Shipping, or Pulling/Restocking Fees**

RENTING COSTUME PACKAGES: Many of OSF Costume Rental’s costumes come in sets or “packages”. If a single item of a package is requested, it will be assumed that the entire package is being requested and will be shipped and billed as such.

HANDLING FEES:

HANDLING FEE: We charge a base fee of \$10 for packing materials and \$5 for each additional box used. Certain items may require irregular sized boxes for which we charge \$20 per box used in addition to the base fee.

PULLING/RESTOCKING FEE: A 15% Pulling/Restocking fee of the base rental price will be applied to the Renter's order total. All rental orders are subject to Pulling/Restocking Fee, even if the order is cancelled. In-person pulling is available upon request, in which case the pulling/restocking fee will be discounted by 50%. We do not offer in-person restocking. Additional waivers may be required. Please contact costumerentals@osfashland.org for scheduling.

SHIPPING FEE: The Renter is responsible for the cost of shipping *both ways*. Shipping charges will be applied in the final invoice after all returns have been made. If a FedEx or UPS account is given in the Rental Agreement, the shipping will be billed directly to the account and will not appear on the final invoice.

Please keep in mind that shipping fees are dependent on the order size, weight, and urgency. The fee directly reflects the carrier's rate.

OSF Costume Rentals does not use USPS shipment for orders.

OSF Costume Rentals does not ship garments on hangers.

RUSH FEE: A Rush Fee will be applied when a Renter requests their order to be pulled and shipped within 3 business days of placing the order. See below for rates. Additional Shipping Fees may apply.

Within 3 Days: \$50

Within 2 Days: \$100

Same Day: \$200

DAMAGE AND REPLACEMENT FEES:

CLEANING: All orders must be returned professionally cleaned. **Please include a copy of your dry cleaning receipt with your return to avoid a cleaning fee.** At the sole discretion of OSF Costume Rentals, all items that are not professionally cleaned will incur a \$25.00 Cleaning Charge per item. Dry cleaning is preferred for most costumes, however, please keep in mind some items may be damaged if dry-cleaned. Armor, headwear, footwear, etc. cannot be dry cleaned, and the inside of these items should be sprayed/ wiped with alcohol or equivalent. The Renter should contact OSF Costume Rentals with any questions on how to properly clean or sanitize the garments.

It is strongly encouraged that actors and anyone wearing OSF Costume Rental's costumes maintain good hygiene. Antiperspirants, underarm pads, and undershirts are great tools to maintain the garments and prevent damage fees.

***Damage Fees may be applied even after cleaning, should the garment be significantly stained or retain excessive odor.**

ALTERATIONS: All costumes must be restored by the Renter to their original condition. Renter may not cut, dye, paint, glue, or distress any items. No alterations may be made on materials such as leather, velvet, silk, chiffon, or any other delicate fabric where puncture marks from sewing may be visible after the stitching is removed. If a minor alteration is necessary, Renter must contact OSF Costume Rentals directly for approval before the alteration is made. Alterations should be done only with a long/large machine stitch or hand stitched. **Renter must remove any tags or labels they have inserted during Renter's use.**

***Any items returned with unapproved alterations or changes will be subject to damage fees.**

DAMAGE AND REPLACEMENT FEE: Any items returned stained, torn, heavily altered, or in need of repair are considered damaged, and a Damage Fee will be added to Renter's invoice. If items are not returned by the end of the rental, Renter will be responsible for the Replacement Fee listed on the check-out sheet and invoice. These charges are at the sole discretion of OSF Costume Rentals.

DEPOSITS, INVOICES & PAYMENT:

SECURITY DEPOSIT: All rental orders shall require Renter to pay OSF Costume Rentals a non-refundable \$200 Security Deposit. An additional Security Deposit may be required.

For First-Time Clients*, the Security Deposit shall equal sixty percent (60%) of the weekly rental sum (regardless of rental period). For Clients currently in OSF Costume Rentals Database and in good standing, the Security Deposit shall equal forty percent (40%) of the weekly rental sum (regardless of rental period). The Security Deposit must be paid by Renter to OSF Costume Rentals prior to any handling and shipping of the order**.

The Security Deposit will contribute to the order total. In the unlikely case that the order total is less than the Security Deposit due to a return on approval, the remaining balance minus the \$200 order minimum will be refunded. The refund will be returned to the original form of payment unless otherwise requested by the Renter. If the Renter requests to be refunded electronically, they shall receive their refund via OSF Accounts Receivable within thirty (30) days after the final return of all items. If the Renter requests to be refunded by Physical Check, they shall receive their refund via OSF Accounts Payable, mailed out within thirty (30) days after the final return of all items. Checks will be sent to the address on file unless requested otherwise.

Renter understands that failure to pay the Security Deposit in a timely manner may result in a delay in handling and shipping.

**Client is here defined by the entity processing payment, and not exclusively by the individual requesting rentals.
**In certain circumstances, a Security Deposit may be waived, as in the case of Rush Orders requested by frequent clients, in good standing.*

INVOICES AND PAYMENT: All amounts due under this Agreement shall be billed and paid for in the following manner (i) Renter shall receive a final invoice via email within thirty (30) days after the rental order has been finalized and all items have been returned to OSF Costume Rentals. (ii) each such invoice shall be payable within thirty (30) days after the date of the invoice and (iii) payment of all invoices in respect of the rental provided hereunder shall be made in U.S. Dollars.

A final receipt can be sent by request once payment has been received and accepted.

TAXES: During the term of this Agreement, the Renter shall pay all applicable taxes, and assessments required by the applicable Municipality, State or Federal government.

RETURNED CHECKS: The Renter shall be charged Fifty (\$50) Dollars for each check that is returned to OSF Costume Rentals for insufficient funds.

INSURANCE:

INSURANCE: For larger rental orders, as determined solely by OSF Costume Rentals, OSF Costume Rentals may require Renter to maintain property insurance covering the rented items against all risks of direct physical loss (excluding earthquake and flood) until all items are returned to OSF Costume Rentals.

OTHER PROVISIONS:

ASSUMPTION OF RISK: By signing this form, Renter understands and acknowledges that there are dangers, hazards and risks of injury or damages, some of which are inherent in Renter's use of costume pieces

("Equipment"). Renter understands that these dangers, hazards and risks, arising from Renter's use of the Equipment, include but are not limited to the potential for SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS AND DEATH, ACCIDENTS, ILLNESS, EQUIPMENT FAILURE, INADEQUATE SAFETY MEASURES, AND OTHER ACCIDENTS OR INCIDENTS THAT MAY RESULT IN INJURY OR DAMAGE ("Risks"). Renter understands and acknowledge that these Risks and dangers may be caused by Renter's own actions or inactions, the conditions in which any work takes place or through the NEGLIGENCE of OSF or any of the Released Parties (as defined below). Renter understands and acknowledges that there may be other risks or social and economic losses either known, not known or not readily foreseeable at this time, and RENTER FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ALL LOSSES, COST AND DAMAGES that Renter incurs as a result of Renter's personal use of Equipment.

Renter acknowledges and agrees that if at any time Renter believes the conditions of the Equipment and related activities to be unsafe Renter will immediately discontinue any further activities or OSF Costume Rentals of such conditions.

RELEASE OF LIABILITY: Renter hereby forever releases and waives any and all rights, claims, and actions that Renter and Renter's heirs, executors, administrators, and assigns may have, or that may hereafter accrue against OSF Costume Rentals and OSF (Oregon Shakespeare Festival) all other persons, organizations, and other entities associated with OSF Costume Rentals, and each of their respective parents, affiliates, officers, directors, partners, shareholders, members, agents, employees, and volunteers ("Released Parties"), of any kind or nature, which arise out of, result from, or relate to Renter's use of Equipment, which may arise out of, result from, or relate to the ordinary negligence of the Released Parties.

RENTER HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON RENTER'S ACCOUNT WHETHER TO RENTER'S PERSON OR PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES. RENTER FURTHER AGREES THAT IF DESPITE THIS AGREEMENT RENTER, OR ANYONE ON RENTER'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASED PARTIES, RENTER WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES AND THEIR INSURANCE CARRIERS FROM ANY LITIGATION EXPENSES, FEES INCLUDING COURT AND ATTORNEY, LOSS, LIABILITY, DAMAGE, OR COST WHICH RELEASED PARTIES MAY INCUR AS A RESULT OF SUCH CLAIM.

DEFAULT: The occurrence of any of the following shall constitute a default under this Agreement:

- The failure to make a required payment under this Agreement when due.
- The violation of any other provision or requirement that is not corrected within seven (7) days after written notice of the violation is given.
- The insolvency or bankruptcy of the Renter.
- The Renter's failing to return any items after rental is complete without full payment of the Replacement Fee for the item listed on the invoice within thirty (30) days.

DISPUTE RESOLUTION: Any disputes, claims and controversies arising out of or relating to any provision of this Agreement, or the breach hereof, shall be submitted to and settled by arbitration before a single arbitrator in Ashland, Oregon under the rules then obtaining of the American Arbitration Association. The award

rendered in such proceedings shall include costs and shall be binding and conclusive upon the parties hereto and may be entered in any court of the forum having jurisdiction.

INDEMNIFICATION: Renter agrees to fully indemnify and hold OSF Costume Rentals, and OSF's (Oregon Shakespeare Festival's) employees, agents, successors and permitted assigns, harmless against any finally adjudicated claims (including any amounts paid in settlement subject to the Artist's consent thereto), judgments, liabilities or expenses (including reasonable attorney's fees and costs) which OSF may suffer or incur arising out of or by reason of the Renter's breach of any representation, warranties and obligations undertaken herein.

ASSIGNMENT: Neither OSF Costume Rentals nor Renter shall have the right to assign this Agreement without the prior written approval of the other.

CHOICE OF LAW: All matters concerning this Agreement and its validity, performance or breach shall be governed by the laws of Jackson County in the State of Oregon applicable to contracts wholly entered into and to be entirely performed therein.

SEVERABILITY: If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provision of this Agreement will remain in full force and effect.

HEADING: The headings contained in this Agreement are for convenience only, and they shall not affect the construction of any provisions hereof.

Oregon Shakespeare Festival reserves the right to update this document at any time.

RENTER HAS READ THIS ENTIRE AGREEMENT. RENTER FULLY UNDERSTANDS ITS TERMS AND THAT RENTER HAS GIVEN UP AND WAIVED SUBSTANTIAL RIGHTS. RENTER HAS SIGNED THIS AGREEMENT VOLUNTARILY AND FREELY WITHOUT INDUCEMENT, DURESS, OR ANY ASSURANCES OF ANY NATURE. RENTER INTENDS THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND RENTER AGREES THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE REMAINDER OF THE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT, NOTWITHSTANDING ANY INVALID PORTION OF THIS AGREEMENT.

Signature: _____ Date: _____