

**CNY Costumes, Inc.**

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Fed. ID# 87-0731076

**RENTAL CONTRACT**

Today's Date: \_\_\_\_\_ School/Organization (Lessee): \_\_\_\_\_  
Show Title: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Show Dates: \_\_\_\_\_ Dress Rehearsal Dates: \_\_\_\_\_ Return Date: \_\_\_\_\_

**The rental of costumes is only confirmed by receipt of signed contract, customer profile AND a \$1000 non-refundable deposit. The Lessor does not guarantee show availability without the required deposit. Deposits can be paid by check or with credit card only, no exceptions.**

**Rental Cost:** Prices are quoted for a one-week rental, unless otherwise stated. A one-week rental is considered the Friday prior to your opening date through final performance. For longer rental periods, special arrangements must be made. Additional charges will apply for custom build items, non-standardized sizes, damages, lost/stolen items, and any other reasons as stated within "Addendum to Rental Contract". Any unused costumes may be shipped back to CNY Costumes BEFORE the opening date to avoid the full rental price but will incur a \$20 restocking fee. Costumes prepared by the lessor and cancelled or changed at your request prior to your pickup/ship out date are also subject to a charge of \$20 per costume. The Lessor will honor requests for changes/additions to the costume rental up until one week prior to the scheduled ship/pickup date and reserves the right to reject any such requests after that date.

**Measurements:** The Lessor will provide measurement charts and instructions for measuring your actors. The Lessee agrees to return measurement charts to CNY Costumes within one week of casting. The CNY Costumes staff will alter costumes according to sizes submitted, however, additional alterations may be needed. **Costumes & accessories must NOT be dramatically altered, cut, or redesigned!!** Any alterations must be done by hand and removed BEFORE the costumes are returned. See "Addendum to Rental Contract" for unacceptable alterations.

**Shipping:** Costume rental pickup and return is the responsibility of the Lessee if located within the central New York region. Otherwise, rental delivery & pick up are arranged by the Lessor. Shipping fees are the responsibility of the Lessee and will be billed on the final invoice.

**Returns:** The Lessee agrees to return rental on the first business day after the close of the show unless previous arrangements have been made with CNY Costumes. Returns received later than the 3rd day will be billed an ADDITIONAL WEEK'S rental rate PER COSTUME.

**Final Invoice Payment:** The Lessee agrees to submit payment upon receipt of the costume rental. For Lessees using a PO, CNY Costumes will require the balance be paid within 10 days upon return of the costumes (after final performance).

Lessee agrees that all rental items shall be used only for the purposes and manner for which they were intended. Any misuse of rental items (including props) that may result in personal injury or property damage shall not be the responsibility of CNY Costumes, Inc., or its affiliates. This contract (upon signature) shall constitute an agreement to the terms stated within the above contract and the "Addendum to Rental Contract" to rent costumes from CNY Costumes, Inc.

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_  
Lessor: CNY Costumes, Inc. \_\_\_\_\_ Date: \_\_\_\_\_  
(CNY Costumes, Inc.)

## Addendum to Rental Contract

### General Costume Rental Terms:

1. CNY Costumes Inc. (Lessor) requires a signed rental contract, signed customer profile form *AND* a \$1000 non-refundable deposit to lock-in a show reservation for your performance dates. Required deposit and forms should be submitted upon confirmation of show availability. The deposit will be applied to the final invoice.
2. Due to show popularity, all show reservations are on a first come, first served basis. We recommend contacting CNY Costumes via email or phone to discuss show availability at least 2-6 months prior to your show dates. Any specialty costume requests or build items should be discussed at time of show inquiry if possible.
3. Custom-built costumes due to non-standard sizes (those difficult to fit) may incur additional rental fees. Non-standard sizes are defined as bust/chest or waist measurements over 48 inches. **Shows/characters that are double cast will incur an additional handling fee based on the initial rental cost.**
4. The Lessor will provide measurement charts and instructions to Lessee for measuring the actors. Charts are to be emailed/faxed within 1 week of show casting to ensure proper processing of your costume rental. Our staff will select, size, label and pack each costume item prior to shipment/pickup.
5. Minor alterations may be necessary; however, the following alterations are unacceptable and will be considered damage: tearing, burning, cutting, staples, tapes, glue, paint, dye, and iron-on patches/tapes. Any alterations must be done by hand and removed *BEFORE* the costumes are returned.
6. Minor wear is expected during any performance, however, damage such as missing buttons/trims, excessive make-up and burn marks on pants from knee slides will incur charges up to full replacement value when applicable.

### Bidding, Purchase Orders, Shipping & Payments

1. When the Lessee requires a *competitive bid* to obtain a costume rental, the Lessor will provide an estimated costume rental invoice. The estimated invoice will be considered an estimate only and will not constitute a reservation or final invoice.
2. When the Lessee generates a *purchase order* for check payment (including for the \$1000 non-refundable deposit), the Lessor will provide a valid W-9 and invoice. To expedite a rental reservation and deposit, we recommend using a credit card to secure your show request due to time delays associated with purchase order processing. It is the responsibility of the Lessee to plan for payment in a timely manner.
3. The Lessor will arrange shipment of costume rentals to all areas of the continental United States at the expense of the lessee. Shipping fees are charged at costs set by the freight carrier and will be added to the final invoice.
4. Rentals should be returned in the original boxes/crates that they arrived in with original packaging. All costumes should be hung on hangers provided. Cleaning of costumes is included in the rental price.
5. NYS sales tax will be charged on rentals within New York State, unless a federal tax ID number is provided on the customer profile.
6. Checks should be made payable to CNY Costumes, Inc. Valid credit cards accepted include VISA, Mastercard and Discover.
7. Signature on the Rental Contract constitutes acceptance of terms stated within this Addendum to Rental Contract.