

COSTUME PACKAGE RENTAL AGREEMENT

This agreement is made and entered into as of _____
by and between Zachary Scott Theatre Center, 1510 Toomey Rd., Austin,
TX 78704-1078 (hereafter known as "ZACH") and

Organization Name: _____

Address: _____

Phone: (____) _____

(hereafter known as the Renter)

WHEREAS, ZACH is the owner of a costume package for: _____

And

WHEREAS, the Renter desires to rent the costume package for its
production of _____,

as it is listed in the attached inventory, it is agreed as follows:

This costume package, unless otherwise noted, is wholly original and the
property of ZACH.

The costume designs are the property of the original production's
Costume Designer. Permission to recreate designs must be obtained from
said designer.

RENTAL PERIOD: _____ to production's closing date
of _____, unless extended. All extensions must be
submitted prior to the closing date, at which time a separate contract will
be executed and signed.

DOWN PAYMENT & RENTAL FEE: Renter agrees to pay in advance to ZACH
twenty-five percent(25%) of the rental fee as a down payment. The
remainder of the rental is to be paid upon receiving said costumes.

Rental fee for this contract is: _____

The down payment required is: _____

The balance due when costumes are received: _____

LOCATION & OPERATION: While in possession of the Renter, said costumes
will be maintained and stored in a clean, dry, safe location at all times.

USE: No items may be cut, dyed, or painted. MINOR ALTERATIONS ONLY
may be done. Any major alterations should be consulted on with the
ZACH Costume Shop Manager. The Costume Shop Manager reserves the
right to require that all costumes in which major alterations were
performed be returned exactly as they were rented.

BILLING CREDITS: Credit will be given in any programs, souvenir books and playbills as follows: "Costumes created by Zachary Scott Theatre Center, Austin, Texas."

CLEANING: All items must be laundered/dry cleaned before they are returned.

RETURNS: All costumes not being used must be returned as soon as possible. At the end of the rental period, used costumes must be returned within twenty-five (25) days of the closing date, unless otherwise agreed upon. Renter will pay a penalty of \$30.00 for each day after the end of the 25-day return period.

TRANSPORTING: All costs of transportation to and from ZACH are the responsibility of the Renter, unless otherwise noted. Costume packages will not be considered returned until they are inspected by the Costume Shop Manager. If returning in person, an appointment must be made. If shipping, please notify the Costume Shop Manager of the date shipped, and provide tracking numbers if possible.

DAMAGES: The Renter is responsible for any and all damage, in excess of normal wear and tear, to costumes while in Renter's possession, including but not limited to, any damage during transport or usage. The Renter agrees to pay ZACH the reasonable cost of replacement or repair of the said damaged costumes. Any amount due for damages will be billed to the Renter within two (2) weeks of the return of all costumes. Replacement costs are reflected on the inventory.

SPECIAL AGREEMENTS:

ENTIRE AGREEMENT: This agreement, and any riders or exhibits attached hereto, contains the entire agreements and understating by and between ZACH and Renter and supersedes any and all agreements (oral and otherwise) entered into prior to the execution of this Agreement. No change or modification hereof shall be valid or binding unless in writing and signed by the party intended to be bound.

IN WITNESS HEREOF, the parties hereto have executed the Agreement on the date first mentioned above.

Agreed to and Accepted:

Name

Title

Date

Agreed to and Accepted:

Elisbeth Challener

Title

Date

All correspondence concerning costume rentals should be conducted through the Zachary Scott Theatre Center's Costume Shop.

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T H E A T R E

BLAIR HURRY
Costume Shop Manager
bhurry@zachtheatre.org

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