

## GENERAL COSTUME & PROP RENTAL TERMS & CONDITIONS

To place a reservation and confirm a rental order, please sign and return this document to the New Zealand Stage and Screen Combat School (NZSSCS) via e-mail or in person before any Props or Costumes are collected or delivered.

### Rates & Terms:

Our props are rented and invoiced for \$30 per item for 4 days with the rental period beginning on the day of pick-up and continues for four days including weekends and holidays. We do not pro-rate for early returns. If an order is cancelled within 24 hours of collection/delivery date, a 25% administration fee will be charged.

**WE HAVE A MINIMUM CHARGE OF \$210 + GST**

### Payment:

Full payment is required and received before any items can be picked up or delivered. Payments can be made via internet banking.

### Copyright:

You understand that making patterns or molds of any of the weapons/armour/costumes/props is strictly prohibited. This will result in NZSSCS taking legal action against both the company and individual who signed the agreement.

### Damages:

You are responsible for any and all damage to items beyond the original condition minus normal wear and tear. Damages may be billed as a repair, cleaning fee, or replacement. If the item is damaged beyond repair, you will be billed for the full fair market replacement value of the item.

### Use of Props:

Renter will take reasonable precautions in regard to the use of the Props and Costumes to protect all persons and property from injury or damage. The Props shall be used only by the Renter's employees or agents qualified to use such Props. Due to the nature of these Props and Costumes, the Renter will ensure that they are handled, stored, secured and managed safely. Props and Costumes will not be publicly displayed when production is not active by any member of the Renter's company. Renter assumes all responsibility and liabilities for ensuring Clearances and permissions are obtained for all copyrighted and protected insignias, logos and images which may be present on Props and Costumes. NZSSCS makes no claims of ownership on intellectual property, copyrights or secured logos and trademarks associated with our inventory. NZSSCS assumes no personal, civil, financial or criminal liability for the misuse of, improper activities or illegal actions conducted by any parties in possession of the props or costumes during the rental period. The Renter will assume all liability for these items upon collection or delivery.

### Pick up and Drop Off:

We are available for scheduled pick up and drop off at our venue Monday through Sunday from 9 am to 6 pm, except for holidays. Delivery and Drop Off can be arranged to set or a reasonable location if previously agreed to during contract.

### Condition:

We strive to keep our props & costumes in the best possible condition. All items are rented AS-IS. If you have any question about the appearance or condition of an item, we encourage you to make an appointment to view items in-person or request additional photos of the item prior to renting. You may call or email us to discuss your concerns with a NZSSCS representative. At pickup, the costume (including props/accessories, herein referenced as "Costume") will be cleaned, in good repair, and in proper packaging to insure safe transport. Please return the items in the same manner.

### **DO NOT ALTER, MODIFY OR MAKE PERMENANT CHANGES TO RENTAL COSTUMES OR PROPS.**

Temporary alterations, which can easily be undone (such as those made with removable tape or pins), may be made after discussion with and approval by NZSSCS.

### **DO NOT ATTEMPT TO CLEAN OR LAUNDER THE COSTUME YOURSELF.**

If the Costume requires cleaning between uses during your rental period, please contact us prior for approval and directions. It is the responsibility of the Renter to ensure that undergarments, are used under all costumes. Undergarments, socks and shoes are not provided with the Costume and will be the responsibility of the Renter. At the time of pick up the costume will have been photographed and Renter's name, dates of rental term, itemization/description of each item along with any existing flaws or

damage noted. The NZSSCS representative will check off and review each item with the Renter to confirm everything leaves our premises in good, usable condition. Both parties will then initial the reverse side of this tag indicating agreement of items taken and their condition. This tag will be kept on file along with this Rental Agreement and will be used again to check the items back in at return. This checkin procedure is only to verify that all items are returned. A final invoice for damage, loss or extensive cleaning will be sent after the costumes are processed back into stock.

### **Late Fees:**

It is important to note that if orders are returned after the production rental time period expires, weekly late charges accrue at the rate of 25% of the first week rental.

### **RENTAL AGREEMENT**

By placing an order, you agree to the above terms. You agree to indemnify and hold harmless NZSSCS and its members, managers, employees, agents, attorneys, and assigns (collectively, "Indemnities"), from and against any and all claims, demands, actions, lawsuits, causes of action, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable solicitors' fees) (collectively, the "Claims") which are made against any Indemnitee or are suffered, sustained, incurred or paid by any Indemnitee and which arise out of or relate in any manner to this Agreement, the rented products or their use, maintenance, or possession.

You acknowledge that NZSSCS has all rights and interest in and to the rented products and you warrant that will keep all rented products free of all liens, levies and encumbrances and further acknowledges that you shall be responsible for all taxes, transportation charges, duties, broker fees, bonds, fines, forfeitures, penalties, and all other costs imposed upon the rental or use of the rented products. You agree not to pledge, mortgage, or encumber in any way the rented products, and any such attempted pledge, mortgage or encumbrance shall be null and void.

**Please have an authorized representative from your company sign below and return to NZSSCS in person or via e-mail to [office.nzsscs@gmail.com](mailto:office.nzsscs@gmail.com).**

**Organisation Name:** \_\_\_\_\_

**Production Company:** \_\_\_\_\_

**Rental Dates:** \_\_\_\_\_ to \_\_\_\_\_ (plus two business day return period)

**Production Location(s):** \_\_\_\_\_

**Invoice Number:** \_\_\_\_\_

**Policy:** I, \_\_\_\_\_, as an authorized agent of \_\_\_\_\_, agree and accept this confirmation and the provisions contained therein.

**Renter's Signature:**

**Date:**

**NZSSCS Signature:**

**Date:**

The Renter will be provided a copy of this contract and the invoice associated with this agreement.