



COSTUME RENTAL AGREEMENT

RENTING COMPANY NAME: OGDEN MUSICAL THEATRE
PRODUCTION: THE MUSIC MAN

Such costumes are to be used for the production of THE MUSIC MAN Costumes subject to this agreement shall be used for no more than 20 performances per production, excluding dress rehearsals. **If the costumes are used for more than the number of performances specified herein, or should they be used for performances at other locations, an additional rental charge of 10% per additional performance and/or additional location will be assessed by Wardrobe Witchery. This Rental Agreement shall be governed by the following terms and conditions:**

1. PRODUCTION DATES. Wardrobe Witchery and Customer agree that the production dates for which the costumes may be utilized pursuant to this agreement are as follows:

Dress Rehearsals starting the week of July 24, 2023
Performance dates July 28-August 12, 2023

2. SHIPPING DATES. Customer shall with WW approval arrange actual transportation of the goods. WW and Customer agree that the costumes shall be shipped by WW and returned by the Customer as follows:

Shipping Date TO ARRIVE BY JULY 7, 2023
Return Shipping Date August 15, 2023

3. FEES CHARGED BY WW. WW and Customer agree that the fees charged pursuant to this Rental Agreement are as follows:

Productions: THE MUSIC MAN

Marion	3 Looks @\$125	\$375
Mrs. Paroo	2 Looks @\$125	\$250
Eulalie Shinn	2 Looks @\$125	\$250
Zaneeta Shinn	2 Looks @\$125	\$250
5 Pickalittle/Townie	10 Looks @\$125	\$1250
4 FC Shipooopi/Townie	8 Looks @\$125	\$1000
Harold Hill	2 Looks @\$125	\$250
Mayor Shinn	1 Look @\$125	\$125
Marcellus	2 Looks @\$125	\$250
Conductor	1 Look @\$125	\$125
Constable	1 Look @\$125	\$125
Tommy D.	2 Looks @\$125	\$250
4 Quartet/DayLook	8 Looks @\$125	\$1000
4 Male Chorus, 2 Looks Ea.	8 Looks @\$125	\$1000

\$ 6500.00 Total Rental
\$ 1300 .00 Dry Cleaning
\$ 250.00 Packing
\$ N/A Design (WAIVED)
\$8,050.00 Total

TOTAL DUE IN FULL by JUNE 20th, 2023

**Check made out to Wardrobe Witchery and mailed to
Glenn A. Breed
Wardrobe Witchery
1016 Bushwood Drive
Cantonment, FL 32533**

4. CLEANING AND CLEANING COSTS. Customer agrees the cost of cleaning the costumes is included in the above total and agrees that **it will not undertake the cleaning of any of said costumes without prior written authorization of WW.** Cleaning costs are in addition to any and all other rents and charges otherwise herein specified. **INCLUDED IN TOTAL ABOVE**

5. PAYMENTS. No costumes will be shipped prior to receipt of One Hundred Percent (100%) of the Grand Total due WW. All amounts paid to WW prior to shipment will be forfeited by the Customer and retained by WW in the event that the production is canceled or this agreement is terminated for any other reason after JUNE 20,2023. Referred to as the "cancellation date."

6. CANCELLATION BY CUSTOMER. If the Customer's production is canceled or if this agreement is terminated for any reason, on or after the Cancellation Date, all payments which have been made here under shall be forfeited, even if the costumes have already been shipped. If the production is canceled or this agreement is terminated for any reason prior to the Cancellation Date, WW will retain Fifty Percent (50%) of the amount paid at the time of execution of this agreement.

7. CANCELLATION BY WW. WW may terminate this agreement at any time prior to the Cancellation Date for reasons of Acts of God, strikes and other events out of the control of WW by providing Customer with written notice accompanied by a refund of all earnest money payments received pursuant to this agreement from customer. WW may cancel this agreement after the Cancellation Date only if Customer fails to, or if WW has evidence of Customer's intent not to comply with any of the obligations of the Customer, in which event WW shall provide Customer with written notice of cancellation and the reason therefore. Under either circumstance set forth above, a cancellation shall be considered to be a cancellation "for cause". A cancellation for cause will not result in liability on the part of WW.

8. SHIPPING COSTS & RISK OF LOSS. All shipping costs involved with this agreement shall be borne by Customer, and shall be in addition to any and all rental payments herein specified. The risk of loss, damage or destruction shifts from WW to customer upon departure from WW of costumes to the shipping entity, and remains with Customer until the physical redelivery thereof to WW at its receiving point in Pensacola, Florida. WW will demand evidence of insurance prior to shipment. Insurance Value \$ 45,000.00

PLEASE PROVIDE YOUR PREFERRED METHOD OF SHIPPING, ACCOUNT NUMBER AND ADDRESS TO WW at least four weeks prior to shipping date.

9. PUBLICATION. The Customer shall ensure that all house souvenir programs, promotional and publicity materials and publications (including Social media such as websites and Facebook) give the following credit:

Original Costumes designed by Glenn Avery Breed
Costumes Provided by Wardrobe Witchery

10. PROHIBITION OF REPRODUCTION. Customer acknowledges and agrees that the costumes rented pursuant to this agreement are original artistic works, all rights to which belong to and are the sole and exclusive property of Wardrobe Witchery. Customer agrees that it will not copy same, and that it will use its best efforts to prevent the copying thereof by third persons, unless the specific authorization thereto has been previously obtained from and fees in the amount specified by Wardrobe Witchery have been paid to WW. Customer further agrees that the costumes rented pursuant to this agreement are rented for the sole purpose of the production herein specified, and that with the exception of promotional and archival use such costumes may not be photographed, filmed, video-taped, or otherwise copied or reproduced without the previous written authorization of the WW. Customer also acknowledges that WW has reserved the right to demand and receive additional fees for any such use of said costumes.

11. COSTUME ALTERATIONS.

ALTERATION GUIDELINES: It is understood that costumes are rented as is. Wardrobe Witchery's costume collection is a valuable resource it's our mission to preserve this resource. For fitting purposes, minor alterations are allowed.

- a. Baste alterations in thread, DO NOT use safety pins. Safety pins left in a garment, as alterations will damage the fabric.
- b. Under no circumstances may a costume be cut, dyed, painted, distressed, glued, stapled or taped.
- c. Do not use iron-ons such as Stitch Witchery, stick-ons, glue-ons or staples.
- d. Do not cut seam allowances!
- e. Never cut a hem/train.
- f. No flameproofing.
- g. If you apply trim to a costume, remove it before returning it to WW.

The Customer will be charged a restoration fee to be determined by the extent of the damage.

Costumes must be returned to original condition, re-hung on original hangers provided and your nametags removed before returning to WW. Charges will be invoiced for failure to follow the policy. If damage or destruction occurs through alteration, Customer must pay WW the replacement value of the costume. In the event of serious fitting problems, Customer may contact WW, which will at its option (a) provide appropriate alteration directions; (b) replace said costume with another appropriate costume.

12. LOSSES, DAMAGE, OR DESTRUCTION.

The Customer assumes all responsibility for loss of and/or damage to all items entered on the Costume Inventory Sheet for any cause whatsoever. Lost items must be replaced. If this isn't possible, WW will charge a replacement fee, which is the amount of money it will cost to replace the lost item, not the market value of the item. In the event of damage, The Customer agrees to pay such amounts as WW determines for repair/replacement of the items.

13. PACKING AND SHIPPING OF COSTUMES:

Upon receipt of a shipment, The Customer should unpack and inventory all items. Inform WW immediately of any shipping damage or packing discrepancies. Any damage not reported to WW is presumed to be the responsibility of The Customer. Any additional shipping charges will be included in the final invoice.

Extreme care must be taken when packing costumes for return shipment. The majority of damages in any costume rental are the result of improper packing. The following directions must be adhered to:

a. When unpacking, The Customer must take particular note of how items are packed and repack each box the same way. The Customer should use the Costume Inventory Sheet as a checklist to ensure that all rented items are returned. Include a copy of the Costume Inventory Sheet in each box and highlight the costumes that are packed in that box. Packing the costumes in the same order as the Costume Inventory Sheet expedites the return process and ensures that you will not incur additional charges.

b. Hats should be packed together and cushioned in a separate, strong box – not with other costume pieces that might crush them. **THE HATS FOR THIS PRODUCTION ARE VERY EXPENSIVE AND MUST BE PACKED IN THE SAME MANNER AS RECEIVED.**

c. Costumes must never be packed when damp.

d. Please wash any items such as shirts and skins during the run. The skins and washables may be returned dirty as long as they are not packed in plastic wet.

14. LAWS, JURISDICTION, AND VENUE. The parties agree that this agreement shall be solely and exclusively subject to and construed in accordance with the laws of the State of Florida. The parties agree that the sole and proper forum for the resolution of any matter under this contract shall be the District Court in and for the County of Escambia, State of Florida. Customer agrees that it will not contest the jurisdiction or venue of said Court in connection with litigation hereunder, and that it will accept service of process and submits to the personal jurisdiction of said Court. Customer further agrees, that it will not attempt to directly or collaterally attack any judgment rendered by said Court in any litigation hereunder in any judgment enforcement action initiated by WW in Customer's local jurisdiction. Should litigation be instituted by either party for any reason associated with this agreement, each party agrees that the prevailing party shall be entitled to the recovery of its costs of litigation, including reasonable witness and attorney's fees.

15. ASSIGNMENT. This agreement is personal in nature and may not be assigned by either party without the express prior written permission of the non-assigning party.

IN WITNESS THEREOF the parties have caused this agreement to be duly and properly executed as of the 15 day of June, 2023

Wardrobe Witchery

OGDEN MUSICAL THEATRE (RENTER)

By Glenn A. Breed

By [Signature]

Its Owner

Its Executive Director

Glenn Breed

(Title)

(Title)

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____

Commissioner Harvey voted _____

Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA, Weber County Clerk/Auditor