

Designs by King Costume Design Center

COSTUME RENTAL TERMS AND CONDITIONS

Lessee (Lessee's name is set forth on the billing sheet, which is on a separate page of these terms and conditions) and the costume design center of Designs by King ("DBK") hereby agree as follows;

Article Usage; 1. Lessee agrees to rent the articles on the billing sheet (hereinafter the "article(s)") at DBK's rental rates described on the billing sheet (hereinafter "Initial Production Rental fee(s)"), Subject to the terms and conditions of this agreement. Lessee agrees to use the articles only for the purpose for which they were designed and in a safe, careful and prudent manner which will not cause injury or damage to any person or property, nor cause damage to the article other than normal wear and tear. There shall be no DYEING OR OVER DYEING of the articles. **CLEANING-** Lessee will not clean any articles. **LABELS-** Lessee shall pay a full additional Production Rental Fee for each Label removed from each article. **ALTERATIONS-** Any article that is altered by the Lessee is required to be returned to its original measurement. **NO FABRIC CUTTING AND NO WRITING-** whatsoever shall be permitted on the articles under any circumstances. The use of tape of any kind is strictly prohibited for purpose of alterations. Example: do not hem up pants with tape! **TRANSPORTATION-** All costs of transportation from and to DBK shall be paid by Lessee. All payments must be made to DBK's possessive office in Lake Elsinore California. **HANGERS AND STORAGE DEVICES-** All Hangers, Containers, and Storage Devices must be returned or charged to Lessee.

Rental Periods; 2. **PRODUCTION RENTAL-** Lessee is allowed articles approx. 3 weeks prior to opening date unless other terms are agreed upon and stated in the contract.. Articles are to be returned to DBK no later than 2 days after close of production.

Loss and Damage; 3. Upon the expiration or sooner termination of the rental period, Lessee shall return the articles to DBK in the same condition as received, except for normal wear and tear. Lessee agrees that if the articles returned to DBK are in need of repair (as decided by DBK), Lessee shall pay to DBK the cost of such repair at DBK's then current rates. Should articles be damaged beyond normal wear and tear, altered from the condition in which they were received by Lessee from DBK, lost, or not returned by Lessee, Lessee shall promptly pay DBK (within 14 days) the full amount of the "unit value" listed on the billing sheet, without allowance for depreciation or obsolescence.

No Warranty; Limit of Liability; 4. Lessee acknowledges that it has inspected the articles, that the articles are in good condition and are accepted "as is", and that DBK makes no representation or warranty whatsoever, express or implied, in connection with the articles or this rental including, without limitation, no warranty of merchantability or fitness for the particular purpose. Any description of the articles contained in this agreement is for the sole purpose of identifying such articles. Any complaints, allegations, or claims that Lessee has concerning rental fees, unit values, article conditions, or otherwise, must be brought to management's attention within 24 hours from receipt of articles, and Lessee waves the right to raise such issues at a later date. DBK's liability arising out of any breach, errors, omissions, interruptions, delays, or defects of any of the articles, facilities, services, or otherwise provided by DBK under or in connection with this agreement shall in no event exceed an amount equal to the actual charge for which DBK has invoiced Lessee under this agreement.

Indemnification by Lessee; 5. Lessee agrees to defend, indemnify, and hold harmless DBK and their affiliated and related divisions and entities and each of their shareholders, partners, directors, agents, officers, and employees, from against any and all costs, losses, damages, claims, liabilities, settlements, judgments, and expenses arising out of or in connection with Lessee's breach of this agreement, or lessee's use of articles, facilities or services including, but not limited to, the loss of or damage to any article, facility or property, exposure claims of copyright or other intellectual property infringement and/or claims of bodily or personal injury and/or death. Further, the lessee with not permit a lien or security interest to be placed on or in the articles. Lessee agrees to obtain and furnish DBK, if DBK requests the same, with satisfactory evidence of such insurance as DBK may reasonably require. This agreement, and any dispute between the parties, shall be governed by California law, excluding any law that directs the application of another jurisdictions laws. This agreement shall be deemed to be made in Lake Elsinore, California.

REMEMBER, DO NOT CLEAN ANY ARTICLES!!

I _____ have read, understand, and agree to the terms and conditions stated in **all pages** of this rental agreement. Further, I agree to comply with all portions of this Contract.

Lessee Signature _____ Date _____