

Allegro Dance Theatre Rental Property Contract

Allegro Dance Theatre  
1003 N. Wilson Rd. Suite C.  
Radcliff, Ky. 40160  
Carol E. Zagar, Director

All costume and properties should be shipped back to the following address:

Allegro Dance Theatre  
c/o Carol E. Zagar  
37 Snowflake Lane  
Elizabethtown, Ky. 42701

- \* Full Payment Due at Time of Signing
- \* Rentals are Not confirmed without returned, signed contract.

This contract, for the rental of theatrical property (sets, costumes or props, etc...) described below and in the attached documents is made between

\_\_\_\_\_ The Leasing Organization

\_\_\_\_\_ Telephone

\_\_\_\_\_ Mailing Address

\_\_\_\_\_

\_\_\_\_\_ Email Address

\_\_\_\_\_ Contact Person

\_\_\_\_\_ Organization Fax Number

and

Allegro Dance Theatre of Radcliff.

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

Please initial all following areas before sending back our copy of this Contract.

\_\_\_\_\_1. The Leasing Organization shall pay the TOTAL DUE to Allegro Dance Theatre for the use of the Allegro Dance Theatre costumes/props. This amount is due at the time of this signing.

\_\_\_\_\_2. REFUNDS - Once costumes/props have been pulled for the Leasing Organization, cancellations can be made. Payment will only be refunded if Allegro Dance Theatre receives written notification of the Leasing Organization no later than 30 days PRIOR to the lease date as listed above. If cancellation occurs after that date, Allegro Dance Theatre shall keep the payment to cover expenses incurred or lost due to the forfeiture of the leasing.

\_\_\_\_\_3. RENTAL TERMS - A deposit of at least 50% of the total rental is required when an order is placed; the balance and estimated shipping are due before the actual shipping.

\_\_\_\_\_4. CANCELLATIONS - Orders cannot be cancelled after shipping date. Cast changes will be considered cancellations, if an order has been pulled and put through the workroom. If this contract is canceled by the renter after its signing, the security deposit shall be forfeited to Allegro Dance Theatre.

\_\_\_\_\_5. SHIPPING - Shipping costs are NOT included in the rental sales. Shipping cost is determined by geographic distance between shipping points. All orders will be shipped using Ground Service unless another type of shipping service is indicated. Please allow at least 10 business days for delivery using Ground Service. However, Allegro Dance Theatre reserves the right to ship by a method necessary to get you this order on time when not given the full month from receipt of this order to the shipping date.

\_\_\_\_\_6. RETURN PACKING - Please do NOT repack costumes when wet and damp, but wait until they are dry before repacking them. Items that are packed wet or damp may be damaged by mildew by the time they arrive back at our studios. Items ruined by mildew will constitute permanent damage. Costumes not repacked as received with costume tags will incur an additional 5% cost.

\_\_\_\_\_7. RETURN SHIPPING - Please return costumes by UPS, Federal Express or Airborne Express. Costumes shipped by other carriers may incur labor charges.

\_\_\_\_\_8. DAMAGE UPON RECEIPT - Upon the day of receipt of rented materials, it shall be the responsibility of the renter to examine all materials and report by telephone or e-mail to Allegro Dance Theatre any and all damage. Otherwise, it shall be assumed that the damage was inflicted by the renter and charged accordingly.

\_\_\_\_\_9. CLEANING and ALTERATIONS - Maintenance is your responsibility. All garments are shipped individually wrapped in plastic for their protection and your

satisfaction. Each garment is tagged as to the actor or the character. Small accessories are attached to the hangar or the bag with the costume.

\_\_\_\_\_ 10. ALTERATIONS BY THE CLIENT - Acceptable alterations include raising and lowering hems and sleeves; properly stitching side seams to take in or let out garments; shoulder adjustments; moving straps, hooks, snaps, or eyes; properly stitching the back seams of trousers. Unacceptable alterations include cutting of any kind; dyeing, spray painting or gluing(including sticky Velcro);or removing motifs, hand work or any other ornamentation, removing or adding buttons, trims or ruffles, feathers or sleeves, without any written or verbal permission from Allegro Dance Theatre. Unacceptable alterations will constitute permanent damage.

\_\_\_\_\_ 11. CARE and MAINTENANCE - Under no circumstances can smoking, eating or drinking be allowed in costume since most permanent damage is a direct result of these activities. Should scenes require smoking or eating onstage, Allegro Dance Theatre must be informed prior to the rental. The use of UNSCENTED deodorants must be enforced. The use of colognes, perfumes, or after shaves is forbidden since cleaning solvents cannot remove these. It is the responsibility of the wardrobe and production departments to enforce these rules. All costumes must be returned in their original state.

\_\_\_\_\_ 12. DANCERS and KNEE SLIDES - Knee slides are not to be done while in costume. Any damage to a costume due to knee slides( including rips, tears, burn marks, discoloration, staining, etc..) will incur a replacement value charge .Any tear in clothing due to knee slides may constitute permanent damage.

\_\_\_\_\_ 13. MAKEUP - Your performers should be instructed in the proper use of makeup. Costumes returned with heavy makeup stains may require special cleaning: in such cases, a charge for special cleaning will be assessed. Makeup that cannot be removed will constitute permanent damage.

\_\_\_\_\_ 14.PERMANENT DAMAGE - Permanent damage consists of any fabric tears or rips, burns, dyeing, spray painting and gluing: perspiration or other stains, because of improper maintenance: damage caused by stage or scenic paint: damage caused by unremovable makeup; damage caused by knee slides; damage caused by mildew and all unacceptable alterations. Any costume suffering permanent damage will result in the assessment of the full replacement value of those items.

## **Late Returns**

Costumes not returned on the specified date are subject to a late fee of 20% of the basic rate per costume.

## **Replacement Value**

The replacement value of costumes is based on current retail value. The rental rate may be only 1% - 2% of the actual value of non-replaceable or antique items. The paid rental amount is not applicable to the replacement value.

## **Legal Qualifications**

If ever costumes are not returned in the allotted amount of time, all laws and legal affairs will be based on the Commonwealth of Kentucky laws. Leasing organization will pay for all attorney fees, all costume replacements PLUS a suitable time payment allowance to Allegro Dance Theatre.

## **Cancellations**

In the event an order is canceled, a cancellation fee determined by the extent to which work on the order has progressed will be assessed. In no event shall this be less than 50% of the value of the order. If the order is ready at the time of cancellation, the charge is the full value of the order. Orders not claimed on the date scheduled are considered canceled.