



**Universal Production Services
Costume Department**

2582 Assembly Blvd., Bldg. 9000
Doraville, Georgia 30360
Ph (470) 657-3730
email: atlcostume@nbcuni.com
website:
universalproductionservices.com/costume

100 Universal City Plaza, Bldg. 8166/4
Universal City, CA 91608
Ph (818) 777-2722
email: costume.billing@nbcuni.com
website:
universalstudioslot.com/costume



COSTUME RENTAL / LABOR AGREEMENT

Date:	Production Title:
Costume Designer/Stylist:	Purchase Order #:
E-Mail:	Prod. Type: (<i>Circle one or explain</i>) Feature, Comm, Web, Streaming, Other _____
Phone:	TV: ½ Hour, Hour, Other TV
Address:	Production Company (“Renter” or “Lessee”):
City, State, Zip Code:	Address:
Supervisor/Assistant’s Name:	City, State, Zip Code:
E-Mail:	Prod Co Contact’s Name & Title:
Phone:	E-Mail:
Dept Coordinator & Contact Info:	Phone:
	Expected Wrap:

COSTUME RENTAL POLICIES:

Renter hereby acknowledges and agrees that “Studio” (defined below) provides all costume(s) and/or item(s) on an “as is” basis, the costume(s) and/or item(s) are of size, design, capacity and manufacture selected by Renter; Studio is not a manufacturer of the costume(s) and/or item(s) or a dealer, does not make any representation, warranty or covenant with respect to the condition of the costume(s) and/or item(s) in any respect or its fitness for any particular use, or any other representation, warranty or covenant express or implied.

Renter acknowledges that the costume(s) and/or item(s) rented have the value as stated on the inventory sheets, and that in the event that any costume(s) and/or item(s) are damaged, lost or destroyed to the extent that such costume(s) and/or item(s) cannot (in Studio’s sole opinion) be used again, Renter agrees to promptly pay to Studio the stated value of any such damaged, lost or destroyed items up to 5 times the listed replacement value.

Renter also acknowledges and agrees that some of the costume(s) and/or item(s) rented hereunder may have sales values which far exceed their respective replacement costs due to their prior use by notable actors or actresses and/or in notable motion pictures and/or television productions. Accordingly, should any such costume(s) and/or item(s) be lost, stolen or destroyed to the extent that it can no longer be identified, then Renter shall be deemed to have agreed to purchase said costume(s) and/or item(s) for up to 5 times the listed replacement value as set forth on the inventory sheet(s).

COSTUME RENTAL POLICIES:

- Minimum Rental Fee: \$40.00 plus tax.
- Rental Period: One week.
- Garment Care: Used or wrinkled items must be dry-cleaned before return. Cleaning fees may apply if costumes are returned unclean and/or excessively wrinkled. Costumes must be handled with care and returned in the same condition as received.
- Alterations: Not allowed without prior written management approval. Temporary alterations (hemming, taping, etc.) must be removed before return.
- Multiple Sets: Items that are part of a collection cannot be broken without Costume Department consent.
- Restocking & Approval Fees: Not applied to rented items.
- All shoes and accessories (jewelry, belts, hats & bags) incur a full rental. There is no approval period for these items.
- **Loss & Damage items can be charged up to 5x the listed replacement value.**

RESTOCKING POLICIES:

- Weekend Restocking: Greater of \$12.00 per unused item or 30% of the rental rate (TV & Features exempt).
- Walkabouts: 30% restocking fee of the rental rate.
- Items Left on Hold & Not Rented: \$1.00 restocking fee per unused item.
- Rented & Returned Unused (within Approval Period): \$4.00 restocking fee per unused item.

PICKUP AND RETURNS:

- Costumes must be picked up from the Universal Production Services Costume Department at the agreed-upon date and time.
- A designated representative must sign for the rental upon pickup.
- Costumes must be returned during studio business hours.

CANCELLATIONS:

- Cancellations made after the rental items have been checked out and before pickup are eligible for a \$4/garment restocking fee. Cancellations made on rental items on hold are subject to a \$1/garment restocking fee.

By execution of this Agreement, Renter hereby acknowledges that the costume(s) and/or item(s) noted on the inventory sheet(s) received by Renter, from time to time, pursuant to this Agreement were received in satisfactory condition. Further, Renter agrees to be bound by the Rental Policies on this Agreement (“Policies”) and the Facilities Rentals - Terms and Conditions attached hereto and incorporated herein by reference (“Terms and Conditions”, and, together with the Policies, collectively, this “Agreement”), and agrees that the person so executing this Agreement is duly authorized to bind Renter to all such Policies and Terms and Conditions. Except as otherwise explicitly set forth in this Agreement, if a provision in the Terms and Conditions conflicts with any provision in the Policies herein, the Policies shall govern to the extent of the conflict.

AGREED AND ACKNOWLEDGED:

RENTER:

Renter Signature: _____

Print Name/Title: _____

Date: _____

“STUDIO”:

Filmmaker Production Services LLC

Filmmaker Studio Services LLC

(Check one)

Studio Signature: _____

FOR OFFICE USE ONLY:

DEPOSIT INFO:

UNIVERSAL PRODUCTION SERVICES – FACILITIES RENTALS

TERMS AND CONDITIONS

1. **LEASE:** Lessor hereby agrees to rent to Lessee and Lessee hereby agrees to rent from Lessor, certain material, equipment and/or personal property as more fully set forth on the face hereof together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated therein and/or affixed thereto (the "Property").

2. **TERMS AND RENT:** Lessee shall pay as rental all sums specified on the face hereof. Any sums payable to Lessor shall be paid within ten (10) days after receipt from Lessor of a statement of costs. Any amount due under a statement furnished to Lessee, if not paid when due, shall bear interest from the due date at the lesser of the then prime rate or the maximum rate allowed by law.

3. **WARRANTIES:** Lessee acknowledges that it has made the selection of each item of Property based upon its own judgment and expressly disclaims any reliance upon statements made by Lessor. **DISCLAIMER OF WARRANTIES:** LESSEE ACKNOWLEDGES THAT THE PROPERTY IS OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY LESSEE, LESSOR IS NOT A MANUFACTURER OF THE PROPERTY OR A DEALER IN SIMILAR PROPERTY, DOES NOT INSPECT THE PROPERTY PRIOR TO DELIVERY TO LESSEE, AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY IN ANY RESPECT OR ITS FITNESS FOR ANY PARTICULAR USE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESSED OR IMPLIED. However, Lessor shall give to Lessee the benefit of any express or implied manufacturer's warranties with respect to the Property.

4. **TITLE:** No right, title or interest in the Property shall pass to Lessee other than the right to use the Property in compliance with the terms of this Agreement.

5. **TAXES:** Lessee agrees to comply with all laws, regulations and orders relating to the Agreement and to pay to Lessor when due, all license fees, assessments and taxes (including interest and penalties) now or hereafter levied against Lessor by reason of this transaction.

6. **USE; INSPECTION:** Lessee will cause the Property to be operated in accordance with applicable manufacturer's instructions, by qualified personnel only, in accordance with applicable governmental regulations and for business purposes only. Lessor shall have the right during normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the condition, and proper maintenance of the Property. Lessor shall keep the property free and clear of all liens, encumbrances. Lessee agrees at its sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations, including but not limited to environmental and safety regulations, that may apply to the use of the Property during the rental term. Furthermore, Lessee shall comply with and abide by all applicable laws, codes, statutes, ordinances, rules, regulations and lawful directives of any governmental authority and all orders of public officials administering such laws, as the foregoing may be amended or otherwise revised from time to time and all applicable, then-current industry self-regulatory principles. For clarity, references to applicable law includes, but is not limited to, all applicable State and Federal Department of Health (DOH) directives, Occupational Safety and Health Administration (OSHA) regulations, Environmental Protection Agency regulations and Centers for Disease Control and Prevention (CDC) regulations. Without limiting the foregoing, Lessee shall comply with, and cause itself and its employees, contractors, invitees and guests to comply with any and all health and safety guidelines, procedures and protocols set forth by Lessor (including but not limited to the "Universal Production Services | Studio Operations - Check In and Check Out Procedures", attached hereto and incorporated herein by reference as Exhibit A), as may be updated by Lessor from time to time, provided that Lessee is notified thereof. Lessee understands that failure to comply with the requirements hereunder shall constitute a material default and may result in, among other things, the termination of this Agreement pursuant to Section 7 below.

7. **EVENTS OF DEFAULT:** An event of default shall occur hereunder if Lessee (i) fails to pay any payment required hereunder when due and such failure continues for a period of five (5) days after written notice is sent from Lessor; or (ii) fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or breaches any representation or provision contained herein or in any other document furnished Lessor in connection herewith, and such failure or breach shall continue unremedied for a period of ten (10) days after written notice is sent from Lessor; or (iii) without Lessor's consent attempts to remove, sell, transfer, encumber, part with possession, or sublet any item of Property; or (iv) shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a Trustee or Receiver or either shall be appointed for Lessee or for a substantial part of its property or bankruptcy reorganization or insolvency proceedings shall be instituted by or against Lessee; or (v) shall be in default under any other agreement at any time executed with Lessor.

8. **REMEDIES:** Upon the occurrence of any event of default and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) upon notice to Lessee terminate this Agreement and all schedules executed pursuant hereto; (ii) declare all sums due and to become due hereunder for the full term of the rental immediately due and payable; (iii) demand that Lessee return all Property to Lessor in accordance with Paragraph 12 hereof; (iv) enter upon the premises where such Property is located and take immediate possession of and remove the same, all without liability to Lessor or its agents for such entry; (v) sell or otherwise dispose of, hold, use, operate, lease to others or keep idle such Property, all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto; (vi) exercise any right or remedy which may be available to it under any applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement as to any or all Property. In addition, Lessee shall be liable for all legal fees and the cost and expenses incurred by Lessor in exercising any other Lessor's remedies. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any of Lessor's rights. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Property in mitigation of Lessor's damages as set forth in this Paragraph or which may otherwise limit or modify any of Lessor's rights or remedies under this Paragraph.

9. **NOTICES:** Any notices or demands are required to be given to the parties in writing and by regular mail at the addresses set forth on the face hereof, or to such other addresses as the parties may hereafter substitute by written notice given in the manner prescribed in this Paragraph.

10. **LOSS AND DAMAGE:** Lessee, at its own cost and expense, shall keep all Property in the same condition and repair as when it was delivered to Lessee, ordinary wear and tear excepted. To the extent the Property consists of items of equipment, Lessee shall also keep the same condition and repair as when it was delivered to Lessee, ordinary wear and tear excepted, and shall furnish all parts and servicing required therefor. All such parts shall immediately become the property of Lessor and part of said equipment for all purposes hereunder. In the event that any item of Property shall become lost, stolen, destroyed, or damaged beyond repair for any reason, Lessee, at Lessor's option, shall either replace said item of Property or pay to Lessor within ten (10) days after receipt of an invoice therefor, an amount equal to the value of the Property established in writing by Lessor in connection with the transaction contemplated by this Agreement. If no such value has been established, then the amount payable to Lessor shall be the amount that would be required in order to purchase a similar item of Property in the open marketplace.

11. **INSURANCE AND INDEMNITY:** LESSEE AGREES TO MAINTAIN AND PAY ALL PREMIUM COSTS FOR THE FOLLOWING INSURANCE COVERAGE FROM INSURANCE COMPANIES ACCEPTABLE TO LESSOR, FROM THE COMMENCEMENT OF THE RENTAL PERIOD UNTIL THE TERMINATION OF SAME.

(a) Statutory Worker's Compensation (or legal self-insurance) and Employer's Liability insurance with a minimum limit of \$1,000,000; Lessee shall cause its Workers' Compensation Insurer to waive any right of subrogation against Lessor arising out of any operations or equipment leased or allowed under this Agreement;

(b) A Commercial General Liability Insurance Policy, and a Business Automobile Liability Policy naming Lessee as the named insured and Lessor as additional insured as for bodily injury, personal injury or property damage in an amount of not less than \$1,000,000 combined single limit each occurrence;

(c) An All-Risk Property Floater, providing replacement cost coverage for all personal property leased hereunder, naming Lessor as Loss Payee;

(d) Lessee agrees that its liability and property insurance shall be primary to any similar insurance Lessor maintains as respect any losses or claims arising from Lessee's use of the Property and shall cause its insurers to acknowledge such primary coverage; Lessee shall provide Lessor with a certificate of all required insurance hereunder simultaneously with the execution hereof. Cancellation notice will be sent as per policy provisions;

(e) Lessee waives on its behalf and that of any insurance company providing property damage coverage under any policy required hereunder any right of subrogation or claim against Lessor, so long as such waiver of subrogation is not prohibited and does not violate any terms or conditions of any such policy;

(f) Lessee hereby waives all claims and rights of action against Lessor for losses of or damage to any real or personal property of Lessee that arise directly or indirectly in connection with the possession or use of the Property leased hereunder including bodily or personal injury to Lessee, Lessee's employees, agents, or third persons under contract to Lessee, regardless of the cause of such claims, damages, or losses unless due exclusively to the gross negligence or willful act or omission of Lessor;

(g) Lessee will at all times indemnify, defend, and hold Lessor and its parent, subsidiary and affiliated entities and their respective officers, directors and employees harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorney fees) suffered or made by any third parties against Lessor or its parent, subsidiary and affiliated entities, arising out of or in connection with Lessee's use or possession of the Property. Lessee's obligation to indemnify, defend and hold harmless Lessor shall extend to any claims for bodily injury, personal injury, or property damage claimed by Lessee's employees, agents, contractors, subcontractors or third parties. Lessee's obligation hereunder does not extend to claims or damages caused by Lessor's gross negligence;

(h) Lessee releases Lessor, its parent, subsidiary and affiliated entities and their respective officers, directors, agents and employees from any liability for destruction, breaking, loss or damage to any of Lessee's property, or any property in Lessee's care, custody, or control, arising directly or indirectly as a consequence of Lessee's use or possession of the leased Property, whether or not due to any act or omission, negligent or otherwise, unless caused by the gross negligence or willful misconduct of Lessor; and

(i) Lessee agrees to be solely responsible for any of Lessor's personal property in Lessee's care, custody or control whether or not such possession constitutes a legal bailment, and Lessee shall indemnify Lessor for the full replacement value of like, kind, and quality or necessary costs to repair or restore damage or loss to any such property. Normal wear and tear is excluded.

12. **RETURN OF PROPERTY:** Upon the expiration of the rental terms set forth on the face hereof or upon demand of Lessor as set forth in Paragraph 8, or by reasons of the provisions of Paragraph 14, Lessee, at its own risk and expense, will immediately return the Property to Lessor in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate.

13. **ASSIGNMENT:** Lessee acknowledges that Lessor may sell and/or assign its interest in the Property and/or this Agreement. Upon the assignment of the Agreement, Lessor's assignee shall have and be entitled to exercise any and all discretion, rights and remedies of Lessor hereunder. Lessee may not assign sublease, sublicense, pledge, hypothecate or grant any security interest in its rights hereunder or the Property.

14. **FORCE MAJEURE:** (a) In the event that the use of the premises, facilities, or equipment of Lessor covered by this Agreement or a substantial part thereof is materially hampered, interrupted or interfered with by reason of fire, casualty, accident, riot, war, act of God, failure of power or other public utilities, inability of Lessor to obtain essential materials or qualified personnel, the enactment of any

municipal, state or federal ordinance or law, the issuance of any executive, administrative or judicial order or decree, or any other cause beyond Lessor's control whether similar or dissimilar to any of the foregoing, Lessor may, at its option, be relieved of its obligations hereunder during the continuance of any such event or events. Any period during which Lessor shall elect to be relieved of its obligations hereunder, as aforesaid, is referred to herein as a "Studio Suspension."

(b) If, because of any labor dispute (including but not limited to strike, lockout, boycott or picketing) involving Lessor or any of its customers, vendors, or suppliers, Lessor elects not to comply with any term of this Agreement, then this failure to comply shall not be deemed a breach of this Agreement. Any period during which Lessor elects not to comply with any term of this Agreement shall be a "Studio Suspension" subject to the provisions for same set forth in this Paragraph 14.

(c) Should any Studio Suspension continue for a period of more than fifteen (15) consecutive days either party hereto may at any time thereafter, during the further continuance of such Studio Suspension, serve written notice of termination of this Agreement upon the other party, in which event at the date of service of such notice, but only if such Studio Suspension be then still continuing, this Agreement shall terminate.

15. ESTIMATE OF COSTS: Unless otherwise specifically agreed to herein, Lessor assumes no responsibility whatsoever for the establishment of Lessee's budget. Should Lessee request that Lessor provide an estimate of its final total charges, it is clearly understood that Lessor's response, if any, is merely an "estimate" and not a guarantee that Lessee's final total costs will not exceed that estimated amount.

16. MISCELLANEOUS: This agreement may not be amended except in writing and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State in which the production is located. Nothing contained herein shall in any way be construed or evidence any intention of the parties to be partners or engaged in a joint venture.

17. INVOICING. Lessor shall have the right to invoice Lessee by e-mail as opposed to by hard copy.

This Agreement consisting of the foregoing correctly sets forth the entire Agreement between Lessor and Lessee with respect to the use, possession, and rental of the Property. No agreements or understandings concerning the foregoing shall be binding on either of the parties hereto unless specifically set forth in this Agreement. THE TERM "LESSEE" AS USED HEREIN SHALL MEAN AND INCLUDE ANY AND ALL LESSEES WHOSE SIGNATURE ARE ON THE FACE HEREOF, EACH OF WHOM SHALL BE JOINTLY AND SEVERALLY BOUND THEREBY. THIS AGREEMENT WILL NOT BE BINDING ON LESSOR UNTIL SIGNED BY LESSOR.

<p>ACCEPTED AND AGREED:</p> <p>"LESSEE": _____</p> <p>By: _____</p> <p>Title: _____</p>	<p>ACCEPTED AND AGREED:</p> <p>"LESSOR":</p> <p><input type="checkbox"/> Filmmaker Production Services LLC</p> <p><input type="checkbox"/> Filmmaker Studio Services LLC</p> <p><i>(Check one)</i></p> <p>By: _____</p> <p>Title: _____</p>
--	--

Outgoing Orders

- 1. Order Pick up Workflow**
 - 1.1. Equipment pickups to be scheduled with directly with Production and rental agent with dedicated time slots. 24-hour advanced notice is encouraged
 - 1.2. Driver and production crew picking up materials are required to sign in with warehouse staff at dedicated transaction desks
 - 1.3. A dedicated and stanchioned off established for outgoing equipment
 - 1.4. Equipment is loaded into dedicated pick up area from warehouse by NBC Staff or production crew
 - 1.5. Drivers and nonessential crew will be encouraged to remain in vehicle
 - 1.6. A white board located in each outgoing area will note the time of the pick-up, production name and the outgoing order number(s)
 - 1.7. Handwashing and Sanitization stations will be located at Production crew entrances
- 2. Subrental and Crew Equipment**
 - 2.1. All subs and crew gear will follow standard sanitization procedures whether delivered by vendor or picked up by NBC staff
 - 2.2. After sanitization, all 3rd party gear will be relocated to an outgoing bay for Production pick up
- 3. Sanitization**
 - 3.1. All equipment will be wiped down with cloth towels by an approved sanitizing agent
 - 3.2. All equipment will be cleaned with an electrostatic fogger
 - 3.3. No equipment is to leave the outgoing area prior to steps 3.1 and 3.2
 - 3.4. Employees are encouraged to wash and sanitize their hands before and after any equipment handling
 - 3.5. Tools used to load equipment will be sanitized prior to reuse.
 - 3.6. All disposable used PPE equipment must be placed in dedicated hazardous material waste containers

Incoming Orders

- 1. Order Return Workflow**
 - 1.1. Equipment returns to be scheduled directly with Production and rental agent with dedicated timeslots. 24-hour advanced notice is encouraged
 - 1.2. Driver and production crew retuning equipment are required to sign in with warehouse staff at dedicated transaction desks
 - 1.3. A dedicated and stanchioned off return area is established for returning equipment
 - 1.4. Equipment is to be loaded into dedicated returns area by production crew only. No warehouse staff is to enter production vehicles.
 - 1.5. Drivers and nonessential crew will be encouraged to remain in vehicle
 - 1.6. A white board located in each return area will note the time of the return, production name and the order number(s) returning
 - 1.7. Handwashing and Sanitization stations will be located at Production crew entrances
- 2. Equipment Organization**
 - 2.1. Dedicated loading bays and stanchioned holding areas for gear return will visually note at each warehouse location
 - 2.2. Equipment will be laid out and separated for counts on the floor
- 3. Subrental and Crew Equipment**
 - 3.1. All subs and crew gear will follow standard sanitization procedures whether delivered by production or picked up by NBC staff
 - 3.2. After sanitization, all 3rd party gear will be relocated to a checkout bay for vendor or crew pick up
- 4. Intercompany Transfers**
 - 4.1. Intercompany Transfer Order will follow above procedure in Section 2
- 5. Sanitization**
 - 5.1. All equipment will be wiped down with cloth towels by an approved sanitizing agent
 - 5.2. All equipment will be cleaned with an electrostatic fogger
 - 5.3. No equipment is to leave the return area prior to steps 5.1 and 5.2
 - 5.4. Employees are encouraged to wash and sanitize their hands before and after any equipment handling
 - 5.5. Tools used to unload equipment will be sanitized prior to reuse
 - 5.6. All disposable used PPE equipment must be placed in dedicated hazardous material waste container