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COSTUME RENTAL AGREEMENT – THE CONTRACT

COSTUME RENTAL POLICIES

COSTUME RENTAL AGREEMENT: The rental of costumes is done by The Contract only. Each rental requires a duly executed Costume Rental Agreement. Tutu.Com Rentals are not for sale; they are for rental purposes only.

RENTAL RESERVATIONS: Our Rentals are available by reservation only. To ensure the costume(s) you require will be available, we recommend that you contact us well in advance of your required rental date(s). Last minute rentals will incur a rush fee (see below).

CUSTOMER REPRESENTATION: If The Customer is an organization (dance/theatre school, company, etc.), we prefer to work with one person who will act as agent for The Customer. This should be the person responsible for the selection, receiving, care, and return of the rental costumes. We prefer not to work with individual performers in The Customer's production.

IN-STATE RENTALS: For all rentals within the State of North Carolina, Tutu.Com will charge North Carolina sales tax (at the Mecklenburg County rate, currently 7.25%) on all rental fees.

TERMS OF PAYMENT: Upon execution of the Costume Rental Contract, The Customer agrees to pay all rental fees and deposits prior to the shipping/pick-up of costumes. **If said rental is being built specifically for The Customer, 50% of the rental fee must be paid upfront, before costumes are begun, and is NON-REFUNDABLE if The Customer decides for any reason that they do not need the costumes.** We accept VISA, Master Card, American Express, and Discover Card. We do NOT accept checks, money orders, or cash for costume rentals. We do NOT accept Purchase Orders as payment.

REFUNDABLE DAMAGE/LOSS DEPOSIT: A refundable security deposit as determined by Tutu.Com and specified on The Contract is required for all Rentals prior to shipping/pick-up. Deposit refunds are processed within a week after the Rental(s) are returned to and inspected by Tutu.Com. In lieu of the deposit, The Customer can elect to provide an Insurance Ryder covering the tutu for its full replacement value. Return Customers in good standing, may request a deposit waiver. In order for a waiver to be granted, The Customer must have already had a minimum of two prior rentals from Tutu.Com, both of which must have been returned ON TIME with no damage or stains, and any alterations returned to original condition.

RENTAL FEES: All Rental(s) are rented on a per-piece basis, for the term and amounts specified in The Contract.

LAST MINUTE RENTALS: Last-minute rentals will incur a rush fee due to the fact that the Shop will have to fit them in for alterations and often has to incur overtime when this happens. We have two levels

of Rush fees: Rentals done within six days of shipment will incur a last-minute rental fee of \$50. Rentals done within 24 hours of when the costume must leave here, will incur a last-minute rental fee of \$100.

SHIPPING CHARGES: The Customer is responsible for all shipping charges from Tutu.Com to The Customer and for all shipping charges for the return of Rental(s) to Tutu.Com from The Customer (see SHIPPING OF COSTUMES, RECEIVING OF COSTUMES, and RETURN SHIPPING OF COSTUMES for details). We can estimate shipping charge prior to shipment, subject to adjustment as necessary.

IN-TRANSIT FEE: Regardless of the Rental Term, we assess an In-Transit Fee per item rented, calculated as one-half (1/2) day at the Daily Rental Rate for the item(s) as specified in The Contract.

CLEANING FEE: A Cleaning Fee of \$25.00 (USD) will be assessed. Depending on what we determine to be required to appropriately clean and sanitize the costume, it may be necessary to utilize a portion of the Damage/Loss Deposit, in addition to the standard Cleaning Fee.

PENALTY FOR LATE RETURNS: All costumes are to be returned to Tutu.Com premises no later than the Rental Return-By Date as specified in The Contract. If any Rentals are returned after this date, The Customer will be charged the Daily Rental Rate for the Rental(s) as specified on The Contract for EACH day until Tutu.Com receives the Rental(s). The Late Fees will be deducted from the Damage/Loss Deposit.

LOSS/OR DAMAGE: The Customer assumes all responsibility for any loss-of and/or damage-to all items rented as specified on The Contract for any cause whatsoever. In the event of loss, Tutu.Com will NOT refund the Damage/Loss Deposit. In the event of damage, The Customer agrees that Tutu.Com will deduct from the Damage/Loss Deposit such amounts as Tutu.Com determines necessary for the repair or replacement of the Rental(s). Damage fees will be assessed for, but are not limited to, rips, tears, burns, stains, missing decorations, or improper alterations. We are aware that ballet partnering is hard on costumes and we take “normal” ballet wear-and-tear into consideration when assessing damage.

ADDITIONAL PENALTIES: Costumes that are returned late, require excessive cleaning or repairs, or are severely damaged, lost, or destroyed may impact our ability to deliver another rental. At our discretion, Tutu.Com may assess additional penalties.

TERMINATION: Either party may terminate this contractual agreement with cause by giving written notice within 7 days prior to the Begin Rental-Date as specified on The Contract, without financial compensation by either side. If The Customer terminates this agreement by giving less than 7 days’ notice to Tutu.Com, The Customer agrees to pay one-half (1/2) of all rental fees as specified on The Contract. The only exception is if The Customer is having a rental built for their use. Said rental deposit of 50% is NOT REFUNDABLE, as stated under “Terms of Payment”.

REFUNDS: There are NO refunds for rented costume items shipped but not used, for any reason whatsoever.

SUBSTITUTIONS: In the event any reserved costume item is unavailable for shipment when due, Tutu.Com reserves the right to substitute a similar costume item. However, Tutu.Com will make every effort to contact The Customer to discuss the substitution prior to shipment.

MEASUREMENTS: At our discretion, for certain costumes, we will provide a Measurements Form and instructions for The Customer to obtain selected measurements from The Performer. If this form/information is returned to Tutu.Com within two (2) weeks prior to the Rental-Begin Date, we will attempt to alter the costume(s) as close to the measurements as possible prior to shipping.

CARE OF GARMENTS: The Customer agrees that all costumes shall be used only for the purpose and in the manner for which they are intended. Only The Performers who will perform in each specific costume may be allowed to wear the costume. The Costume(s) may not be used for any other purpose than originally intended, or by any other Performer(s) than for whom The Costume was rented.

During the term of The Contract, The Customer agrees to use best effort to care for and protect The Costume(s), and ensure they remain clean and sanitary. The Customer will not allow The Performer(s) or other individuals to take The Costume(s) home, to school, or anywhere else. Costumes must remain in the care of The Customer.

The Customer agrees to carefully store these costumes in the following manner:

Classical Tutus must be hung upside-down using the attached hanging-loops through the leg openings, or they can be laid flat on a clean surface away from pets and young children.

Romantic Tutus and other costumes with dresses or skirts that are not Classical Tutus must be hung-up using the attached hanging loops.

Hanging costumes must be completely dry before storing, and must be kept covered by the original storage-bag supplied by Tutu.Com while being stored and/or transported to and from performances.

The Customer further agrees that Performers will adhere to the following conditions while wearing The Costume(s).

All Performers wearing The Costume(s) must powder their make-up before wearing these costumes. If the Performer(s) are to be partnered, their partner's make-up must also be powdered.

All Performers wearing The Costume(s) must wear appropriate under-garments (body-liner, trunks, underarm-shields, etc.) to protect The Costume(s) against excessive sweat or other stains. In particular, female performers who are or may be menstruating must also wear, and regularly change, appropriate pads and/or tampons, and take additional precautions to prevent stains or damage.

No one may smoke (cigarettes, cigars, pipe, etc.) while wearing The Costume(s).

No one may sit on the floor while wearing The Costume(s).

No one may eat or drink anything while wearing The Costume(s).

No one may chew gum while wearing The Costume(s).

No one may use crayons, magic markers, dyes of any kind, paints, pastels, or any other material that colors fabric, paper, or anything else while wearing The Costume(s).

Only The Performer(s) who will perform in each specific Costume will wear The Costume(s).

CLEANING OF COSTUMES: The Customer is expressly DENIED permission to clean, dry-clean, spot-clean, use any stain-remover compound, wash, or dry any costume item. However, we recognize that in certain circumstances rapid attention may remove or alleviate some stains (blood, food, drink, etc.), in particular, blood stains should be immediately rinsed-out with COLD WATER ONLY, and you should contact us for further instructions. You MUST contact us to obtain instructions BEFORE attempting any other cleaning. This does not release The Customer from responsibility and from DAMAGE/LOSS assessment. **We recommend that all dancers wear a pair of trunks or a nude under-leotard under any rental costume, both to protect the costume and for personal sanitary reasons.**

ALTERATION GUIDELINES: It is understood that costumes are rented AS-IS. Tutu.Com's costume collection is a valuable resource for Tutu.Com and for the dance and theatre community in general. It is our mission to preserve this resource. For fitting purposes, minor alterations are allowed, as follows:

Do NOT use any tape, iron-on bonding web, glue, sticker name-tags, or any other adhesive to make attachments or alterations.

Do NOT use staples, paper-clips, or safety-pins to make attachments or alterations.

Do NOT write in or on any costume item.

No part of any costume may be cut, dyed, painted, glued, or in any other way permanently altered.

No decorations may be added to any costume.

No decorations may be removed from any costume.

Only darts and minor hand-sewing or basting may be done to alter any costume.

Hooks and eyes (or bars) may be added, but existing hooks and eyes (or bars) may not be moved or removed. If appropriate (for costumes with #6 hooks attached), we include a dozen #6 bars with each rental, to be used for the rental costume. If not used, they must be returned with the costume, or you will be charged for them at the current retail rate.

All Customer alterations must be carefully removed so The Costume(s) is returned to Tutu.Com in the original condition. **If not, a \$40 per hour fee for our shop to restore the costume to original condition will be assessed and taken from the Damage Deposit.**

SHIPPING OF COSTUMES: The Customer is responsible for all shipping charges from Tutu.Com to The Customer. Tutu.Com is responsible for delivery of The Costume(s) to The Customer by the Rental Begin-Date as specified by The Contract. The Customer is responsible for providing accurate delivery information.

We ship most items via USPS Express Mail (1-2 days shipping-time), insured for the Replacement Value. All Rentals are shipped with Adult Signature Required. The Customer must be present to sign-for and accept receipt of Rentals - we will NOT ship with Signature Waiver.

If The Customer has a FEDEX, UPS, or DHL account, we can ship Overnight/Next Day using The Customer's account number (a fee may be charged if delivery to the appropriate shipper's location nearest to Tutu.Com is required). We can also ship through FEDEX or UPS using our own account, if the costumes are needed overnight/Next Day. Fees for these services are always higher than through the USPS Express 1-2 day shipping option.

All Rentals are shipped FOB Charlotte, NC. Rentals become The Customer's responsibility once the shipper (USPS, FEDEX, UPS, or DHL) takes possession, and The Customer is responsible to Tutu.Com for all damages, replacement costs, and for recovery of those costs from the shipper.

At our discretion, and with advance notice, The Customer may make prior arrangements to take delivery of The Rental(s) at the Tutu.Com premises in Charlotte NC, between the hours of 10:00am and 5:00pm Monday through Friday ONLY.

RECEIVING OF COSTUMES: Upon receipt of a shipment, The Customer should unpack, inventory, and inspect all items. The Customer should inform Tutu.Com **IMMEDIATELY** of any shipping damage or packing discrepancies. Any damage or discrepancy not reported to Tutu. Com immediately upon receipt is presumed to be the responsibility of The Customer.

When unpacking, The Customer should take particular note of how items are packed, and plan to pack them for return the same way to prevent damage. The Customer should retain and reuse all packaging and packing materials for return, unless damaged, in which case suitably similar materials must be obtained and utilized for returns.

RETURN SHIPPING OF COSTUMES: The Customer is solely responsible for the return of all items to Tutu.Com, and for all related expenses. The Costume(s) is/are to be returned to Tutu.Com premises no later than the Return-By Date as specified on The Contact. The Rental(s) must be shipped prepaid and insured for the Replacement Value as specified on The Contract. All packages must be shipped with Adult Signature Required. Tutu.Com, in most cases will send a return label, prepaid by the customer.

If customer elects not to use the return label provided by Tutu.Com, The Customer must immediately notify Tutu.Com of the shipping method and provide shipping date and Tracking Numbers, either by phone, fax, or email at the time of shipment. Customer is responsible for all return shipping payments.

All rentals MUST be returned by OVERNIGHT delivery so that we have time to clean and do any repairs necessary to make the costume suitable for the next renter. If we have sent the return label, it will, in most cases be for EXPRESS 1-2 day shipping through the US Postal Service.

For returns, the Return Ship-To Address and information is:

Tutu. Com, Inc.
801 Pressley Rd, Suite 100A
Charlotte, NC 28217
USA

Toll Free: 877-888-8266
Phone: 704-519-4771
Fax: 704-519-4773
Email: orders@tutu.com

Extreme care should be taken when packing costumes for return shipment. Damage can occur as a result of improper packing. The Customer should reference The Contract to ensure that all items are returned. Costumes must never be packed for return shipping when damp.

At the discretion of Tutu.Com, and with prior arrangement, The Customer may return The Rental(s) at the Tutu.Com premises in Charlotte NC, between the hours of 10:00 am and 5:00 pm Monday through Friday ONLY.

All costumes remain The Customer's responsibility until we receive them at our premises in Charlotte, NC.

ACKNOWLEDGEMENT: Although not required, if we are supplying The Costume(s) for a production or Performer, we would appreciate a Credit mention in your Program, as well as a copy of the Program.

OWNERSHIP: All Costume(s) remain the solely-owned property of Tutu.Com, Inc. regardless of possession.

AUTHORITY AND SERVICE: The Customer recognizes and acknowledges that Tutu.Com shall have complete authority to determine the purpose for which any and all rented costume items may be used. Tutu.Com reserves the right to refuse to rent any costume item, or to limit the number of Costume(s) rented, to any organization or individual for any reason whatsoever.

INDEMNITY/ NON-LIABILITY OF TUTU.COM: The Customer agrees to use the costumes rented as specified in The Contract at The Customer's own risk. Tutu.Com is not liable to The Customer or its employees, independent contractors, agents, or performers for personal injury to any person for any reason whatsoever.

Tutu.Com is not liable to The Customer or its employees, independent contractors, agents, or performers for any loss or damages due to the failure or inability of Tutu.Com or the shipper to deliver the rented costumes to The Customer on or before the Rental Begin-Date as specified on The Contract for any reason whatsoever.

ENFORCEMENT OF AGREEMENT: If it becomes necessary for Tutu.Com to employ an attorney to enforce the terms of this Agreement or collect any sum of money due hereunder, The Customer agrees to pay all costs and expenses of collection or enforcement incurred by Tutu.Com, including but not limited to Tutu.Com's reasonable attorney's fees and costs.

RIDERS: Any Rider to this contract is merely an attachment to The Contract and will not alter or void any policies agreed to herein.

TUTU.COM WILL ONLY SHIP, OR ALLOW PICKUP OF, ANY RENTAL ITEMS AFTER RECEIPT OF ALL OF THE FOLLOWING:

- A). The Contract-- Costume Rental Agreement (duly signed and executed);**
- B). Any and all Riders to this contract (duly signed, executed, and approved);**
- C). Full payment of all rental fees and deposits.**
- D). Last-Minute Rental Fee, if applicable.**

THE CONTRACT – COSTUME RENTAL AGREEMENT cont.

The Customer:_____

The Customer's Permanent Mailing Address:

Contact Telephone Numbers:

Email Address:

Ship-To Address: (Must be Accurate)

Performer:_____

Event:

Item(s) Description and/or Number:

Ship from Tutu.Com Date:

Must Be Received back at Tutu.Com Date:

Rental: Weekly? (How many weeks?) Daily? (How many days?):

Rental Fees and in-transit days:

Last-Minute Rental?: (Less than 6 days-\$50 _____ (24-Hour-\$100)_____

Cleaning Fee \$ 25.00 per costume

NC Sales Tax: NA_____

Total Fees Due From Client: (does not include shipping which is invoiced separately):

Damage/Loss Deposit: A DEPOSIT OF _____ WILL BE AUTHORIZED ON THE CREDIT CARD AND RETURNED LESS ANY DAMAGE FEE OR LATE RETURN FEE. OR YOU CAN SUBMIT EVIDENCE OF INSURANCE FOR _____. SEND INSURANCE RYDER WITH SIGNED CONTRACT.

CHECK ONE:

Customer authorizes Tutu.Com to put a hold (authorize) against their credit card for \$_____ when costumes are shipped:_____

OR

Customer has included an Insurance Ryder with this contract, covering Tutu.com's property for \$_____ in case of loss or serious damage: _____

The Customer's Credit Card Information:

_____ **Use Card on File**

_____ **Use new card info listed below**

_____ **Will Pay through Invoice Link in Email**

(VISA, MasterCard, AmericanExpress, Discover)

Name on Card:_____ **ON FILE**_____

Card Number:_____

Expiration Date:_____ **CID#**_____

Full Bill-To Address:_____

City, State, Zip:_____

The Customer acknowledges that he/she has read, understands, and agrees to the terms outlined in this The Contract – Costume Rental Agreement.

BY:_____ **DATE:**_____

The Customer

BY:_____ **DATE:**_____

For Tutu.Com