

UNITED COSTUMES CORPORATION

WARDROBE RENTAL AGREEMENT

UCC JOB # _____

DATE _____ TITLE: _____

JOB # _____ SERIES: FEATURE: COMMERCIAL: OTHER:

A DESCRIPTION OF THE **WARDROBE** PROVIDED PURSUANT HERETO IS ATTACHED HERETO AS **SCHEDULE A**

PHONE NUMBERS

PRODUCTION COMPANY: _____ PRODUCTION OFFICE # _____

BILLING ADDRESS: _____ PRODUCTION EMAIL # _____

(STREET, CITY/ZIP) _____ MEN'S WARDROBE # _____

_____ LADIES WARDROBE # _____

_____ WARDROBE EMAIL # _____

PRODUCTION MANAGER _____ CELL PHONE # _____

COSTUME DESIGNER _____ CELL PHONE # _____

ASSISTANT DESIGNER _____ CELL PHONE # _____

WARDROBE SUPERVISOR _____ CELL PHONE # _____

MEN'S COSTUMER _____ CELL PHONE # _____

LADIES COSTUMER _____ CELL PHONE # _____

ACCOUNTANT _____ OFFICE PHONE # _____

IS THE PERSON RESPONSIBLE FOR WARDROBE A MEMBER OF **IATSE**? YES NO

FILMING IN LOS ANGELES? YES NO

FILMING LOCATION ADDRESS

PROJECTED FIRST DAY OF SHOOTING _____

RENTAL DATE: FROM: _____ **TO:** _____

SECURITY DEPOSIT: \$ _____ RENTAL FEE: \$ _____

CLEANING: \$ _____ PHONE: _____

TERMS OF PAYMENT: P.O./CREDIT: VISA/MASTERCARD/AMERICAN EXPRESS: CASH/CHECK:

THIS WARDROBE RENTAL AGREEMENT IS MADE SUBJECT TO AND IN ACCORDANCE WITH THE WARDROBE RENTAL TERMS WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS SCHEDULE B.

United Costumes Corporation

Production Company: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



12980 Raymer Street
North Hollywood, CA 91605
P: (818) 764-2239
F: (818) 765-7614

SCHEDULE A

DESCRIPTION OF WARDROBE

[attached hereto]

The Wardrobe to be provide to Company by United*American Costume Co. is “assorted [describe type of] wardrobe as selected by the costume designer on “(Project name)” to be further described by the parties during the production process (“**Wardrobe**”):



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SCHEDULE B

WARDROBE RENTAL TERMS

These WARDROBE RENTAL TERMS (herein "**Terms**") are attached to and hereby incorporated into the Wardrobe Rental Agreement (the "**Agreement**") by and between United Costumes Corporation, a California corporation, dba United*American Costume Co. ("**United Costume**" or "**we**" or "**us**") and the production company listed on the Agreement ("**Company**" or "**you**"). Any capitalized terms used herein but not otherwise defined shall have the meaning set forth on the first page of the Agreement.

1. **Grant of Rights.** United Costume hereby grants to Company, its employees, agents, contractors and suppliers, and such other parties as it may authorize or designate, the right to use the Wardrobe in and in connection with the Production. Company shall be the exclusive author, owner and copyright proprietor of all the photography, sound recordings and filmed materials ("**Results and Proceeds**") relating to Company's use of the Wardrobe for such Production, and Company may exploit, distribute, and use all such Results and Proceeds in any manner, including, without limitation, in any films, programs, advertising, marketing, publicity, promotions or other materials, throughout the universe in perpetuity, in any and all media now known or hereafter devised. United Costume shall have the right to publicize the use of the Wardrobe in the Production and/or utilize its relationship with the Production for marketing, promotional, and advertising purposes after the release of the Production to the public. Company shall have the right to assign, transfer and/or grant all or any part of its rights in the Results and Proceeds to any person or entity. Nothing contained in these Terms shall be construed as obligating Company to actually use the Wardrobe or the Results and Proceeds in or in connection with the Production or in any other manner whatsoever. Subject to Section 5 of these Terms, United Costume shall at all times own the Wardrobe and nothing herein grants or transfers ownership rights to the Wardrobe to Company or any other party.

2. **Payment and Billing.**

a. **Rental Rate and Applicable Fees.** The Rental Fee is based on the length, dates, location, and other specific information set forth in the first page of the Agreement; it is therefore subject to change if the specific information provided thereon change. A service fee of 7% of the total rental will be added to all invoices for office and in-house customer services. Alteration labor is \$50.00 per hour. No sales tax will be charged on the rental of the Wardrobe. Any Wardrobe not returned at the end of the Rental Term (defined below) will be subject to an additional charge. All Wardrobe rentals that are not picked up or cancelled are subject to a re-stocking fee. "**ON APPROVAL**" privileges for 24 hours will be charged at 25% of the rental price. "**ON APPROVAL**" over the weekend is negotiable. There is no "**ON APPROVAL**" privilege for hats, shoes or accessories.

b. **Payment Terms.** If you are not one of our established credit accounts, or otherwise in our discretion, full rental fees must be paid in advance plus a deposit. In our sole discretion, we may accept orders from our established credit accounts on Net 30 days payment terms. Payment must be made by cash, check, Visa or MasterCard. All past due invoices will incur a 18% interest annually or the highest rate permitted by law, whichever is less, and will continue to accrue until all past due fees are paid in full by Company to United Costume.

3. **Restrictions on Use.**

a. **Production Information Sheet.** A Production Information Sheet must be filled out **completely** before any Wardrobe leaves United Costume's premises. It must contain accurate and complete information.

b. **Limited Alterations.** Alterations and/or repairs may not be done using iron-on tape, zig-zag machine stitch, stitch witchery, darning with a machine or any other similarity. Any use of these techniques will incur damage charges. Any article that is altered may need to be returned to its original condition or incur a restoration fee.

c. **No Samples or Reproductions.** None of the Wardrobe may be used as **SAMPLES** and/or reproduced without prior written approval, in each instance.

d. **No Subleases.** Subject to Section 1 above, Company shall not transfer or sublease the Wardrobe, or assign its interest in the Wardrobe, to anyone. Company agrees to retain the Wardrobe at all times in Company's exclusive possession and under its direct control and supervision.



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4. **Company Obligations.**

- a. **Non-Conforming Items.** Company shall notify United Costume within 48 hours of Company or its representative's receipt of the Wardrobe if any items included in the Wardrobe do not conform to the descriptions set forth in Schedule A. Absent any notification from Company of nonconformance, the Wardrobe shall be deemed accepted.
- b. **Repairs.** Company assumes all obligation and liability with respect to the possession of the Wardrobe, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. Company agrees to maintain the Wardrobe in good working condition and to notify United Costume if any repairs are needed, which such repairs shall be at Company's cost and expense, and the Wardrobe shall be returned to United Costume pursuant to Section 4.e. (Return of Wardrobe) in such good working condition (reasonable wear and tear excepted as determined by United Costume in its commercially reasonable discretion). If Company is unable to so maintain the Wardrobe and requests United Costume to do so, United Costume will maintain the Wardrobe at the premises of Company or Production location (at Company's option) to the extent the Wardrobe can be repaired by United Costume at such location, and Company shall pay the cost thereof (including travel costs) to United Costume on demand. The rental fees for any of the Wardrobe will not be prorated or abated while the Wardrobe is being altered or repaired for any reason for which Company is liable hereunder. United Costume will not be under any liability or obligation in any manner to provide service, maintenance, repairs, alteration, or parts for the Wardrobe, except as otherwise agreed in writing by United Costume. All installations, replacements, and substitutions of portions or accessories with respect to any of the Wardrobe will become part of the Wardrobe and will be owned by United Costume. In the event that any Wardrobe cannot be restored, by repair, to its pre-loss condition, Company shall be responsible to United Costume for the replacement cost set forth in Section 5 (Risk of Loss). Accrued rental charges shall not be applied against the replacement cost value or cost of repair of any lost, stolen, damaged or destroyed Wardrobe.
- c. **Reservation of Wardrobes.** Wardrobe put on "HOLD" will be stored at 10% of the original rental price per week.
- d. **Changes.** Company shall ensure that the information that it provided to United Costume on page one (1) of the Agreement is kept current and accurate. Company must notify United Costume immediately of any changes to the information it previously provided, including, without limitation, personnel changes that affect the Designer or Supervisor position.
- e. **Return of Wardrobe**
 - i. **Timing.** Company agrees to return the Wardrobe on the date and at the time shown on the Agreement immediately following the words "Rental Date; To:" (the "**Return Date**"). If the Wardrobe is returned after 10:00 A.M. on the Return Date, a full day's rent will be charged for that day, and a full day's rent shall be charged for each day following the Return Date thereafter that the Wardrobe is not returned to United Costume by 10:00 A.M. The period commencing with the Rental From Date and ending on the Return Date is sometimes hereinafter referred to as the "Rental Term" of the Agreement. You may return the Wardrobe before the Return Date; provided that notwithstanding such early return, you will remain liable for the full Rental Fee.
 - ii. **Condition.** Wardrobe must be returned in as good condition as when received by Company, reasonable wear and tear excepted. Lost or Damaged Wardrobe will be subject to repair/replacement charges.
 - iii. **Return Procedures.** All Wardrobe must be returned in accordance with the Return Procedures (attached hereto as Appendix 1). "**RETURNS**" must be done properly. If the return is done improperly, you will be charged for our personnel's time to do the return @ \$50.00 per hour.
- f. **Screen Credits.** Company is requested to provide screen credits to United Costume for the use of its Wardrobe. Company may at its sole discretion, provide a credit, however, Company shall have no obligation to accord such screen credits. Screen credits requested to be listed as "Wardrobe Provided By United*American Costume".

5. **Risk of Loss.** Company shall bear all risk of loss, damage and destruction of or to the Wardrobe from the time the Wardrobe is removed from United Costume's or its contractor's premises and continuing until the Wardrobe is returned to United Costume, including but not limited to losses in transit and while at any and all locations including storage and on-set. Without limiting the foregoing, Company bears all risk of loss or damage of the Wardrobe including any destruction, loss,



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confiscation, theft, taking or damage from any cause. If damage to the Wardrobe occurs, Company shall ensure the repair of the Wardrobe pursuant to Section 4.b. (Repairs). If it is not reasonably capable of being repaired or it is lost to United Costume, Company shall pay to United Costume on demand the full replacement cost value, as determined by United Costume, of each such piece of Wardrobe, to the extent that United Costume has not been paid such replacement cost value by Company's insurer(s). Company is also responsible for loss of use of the Wardrobe, and shall fully compensate United Costume for the loss of use of each such piece of Wardrobe, at the applicable rental rates, until, whichever occurs first, (a) the Wardrobe is repaired by United Costume and Company has paid the cost of repair thereof to United Costume, (b) the Wardrobe is recovered and returned to United Costume in the condition it is required to be maintained hereunder, or (c) payment of the full replacement cost value of the Wardrobe is received by United Costume. Because of potential losses, injuries and damage which may result from using such damaged or destroyed Wardrobe, Company shall, upon United Costume's written request, return the Wardrobe to United Costume at Company's sole cost and expense. Not further that Company is responsible for the loading and unloading of all shipments from United Costume. Any shipment received without proper lift gate or company personnel to load and unload the shipment will be denied.

6. **Default by Company; Termination by United Costume.** If Company fails to pay any portion or installment of the total Rental Fee or other amounts payable hereunder, or Company otherwise breaches any material provision of this Agreement and fails to cure the same within a reasonable time after receipt of written notice from United Costume, then such failure or breach shall constitute a default under this Agreement ("Default"). Upon the occurrence of any such Default, and in addition to and without prejudice to all other rights and remedies available hereunder or at law or in equity, United Costume shall have the right at its option to terminate this Agreement on twenty-four (24) hours' notice to Company and cease performance hereunder. This Agreement shall be terminated upon the end of such period. Company agrees that the continuation of United Costume's performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to United Costume's later assertion of its right to cease such performance at any time so long as such Default has not been cured. Such notice of termination may be given to Company by mail, overnight delivery service, personal service or electronic mail with confirmation of receipt to Company's address set forth on the first page of the Agreement. Upon such termination, Company shall promptly return the Wardrobe to United Costume's Premises and pay all Rental Fees and other fees which accrued prior to such return. Notwithstanding the foregoing, Company's obligations hereunder will not cease until accepted and inspected by United Costume, and United Costume's termination of this Agreement for Company's Default shall in no way limit United Costume's right to recover damages or fees.

7. **Confidentiality.** United Costume shall keep confidential all matters relating to the Production (including, without limitation, the script, the plot, any elements thereof, any set design, props and effects, and activities of the cast and crew) and Company's business and production activities. United Costume agrees not to take any unauthorized pictures, still or moving, and prior to the release of the Production or unless otherwise allowed for in writing by Company, shall not disclose to any person or entity (including, without limitation, to any member of the press, on blogs, or other social networks or websites) any confidential information.

8. **Insurance Requirements.** Company must obtain and maintain insurance adequate to cover any loss or damage to the Wardrobe or otherwise incurred by United Costume related to the Agreement. Without limiting the foregoing, Company shall provide United Costume with evidence of liability and fire and extended coverage (special form or all-risk floater) insurance as United Costume shall request, including, but not limited to, endorsements for unlocked and unattended vehicles, political appropriation, damage and loss during transit, as appropriate. The obligation to provide such insurance, on the one hand, and the obligations under Section 12 (Indemnity) and under Section 5 (Risk of Loss), on the other hand, are independent obligations, and none of them modifies or affects the other. Company shall provide workers' compensation insurance for its employees. Company shall, at its own expense, maintain at all times during the term of this Agreement commercial general liability insurance (the "**Liability Insurance**"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide aggregate limits of not less than \$2,000,000 (including the coverages specified above) and not less than \$2,000,000 per occurrence.

All such insurance shall be primary and not contributory insurance and shall name United Costume as an additional insured and as a loss payee. All insurance maintained by Company pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on Company as against United Costume. Company shall hold United Costume harmless from and shall bear the expense of any applicable premiums, deductible amounts and self-insured retentions provided for or by any of the insurance policies required to be maintained under this Agreement. In the event of loss or any



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Claim (defined in Section 12 (Indemnity)), Company shall promptly pay the amount of the deductible or self-insured retention or the applicable portion thereof to United Costume or the appropriate insurance carrier(s), as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by Company under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Company's liability for any loss. Should Company fail to procure or pay the cost of maintaining in force any insurance specified herein, or to provide United Costume upon request with satisfactory evidence of such insurance, United Costume may, but shall not be obligated to, procure the insurance and Company shall reimburse United Costume on demand for its costs. Lapse or cancellation of any required insurance shall be deemed to be an immediate and automatic default of this Agreement. Company and Company's insurance companies shall provide United Costume with not less than 10 days' written notice prior to the effective date of any cancellation or material change to any insurance maintained by Company pursuant to the foregoing provisions. Before obtaining possession of the Wardrobe, Company shall provide to United Costume certificates of insurance confirming the coverages and endorsements specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

9. **Representations and Warranties.**

a. **By United Costume.** United Costume represents and warrants that: (1) United Costume has the right and authority to enter into the Agreement and to grant the rights provided for herein; and (2) United Costume has complied, and will continue to comply, with all applicable federal, state and local laws, rules regulations, ordinances, directives, guidelines, orders, licensing requirements and business codes, as well as all applicable manufacturer's specifications.

b. **By Company.** Company represents and warrants that: (1) Company has the right and authority to enter into the Agreement and to bind itself to the obligations herein; (2) Company shall use the Wardrobe for their ordinary use and shall inform United Costume if any portions of the Wardrobe are expected to be utilized for any other purpose; and (3) Company has complied, and will continue to comply, with all applicable federal, state and local laws, rules regulations, ordinances, directives, guidelines, orders, permitting and licensing requirements, and business codes.

10. **Disclaimers; Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, UNITED COSTUME HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT OT THE WARDROBE, INCLUDING, WITHOUT LIMITATION: REGARDING TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR USE FOR A PARTICULAR PURPOSE, COURSE OF DEALING, OR USAGE OF TRADE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCE SHALL UNITED COSTUME BE LIABLE TO COMPANY (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM COMPANY) FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGES, REGARDLESS OF WHETHER THE PARTY ALLEGEDLY LIABLE WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT MAY UNITED COSTUME'S MAXIMUM AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY COMPANY TO UNITED COSTUME UNDER THE AGREEMENT IN THE TWELVE MONTHS PRECEDING SUCH CLAIM.

11. **Indemnity.** To the fullest extent under applicable law, Company shall indemnify, defend, and hold United Costume, together with its affiliates and its and their respective directors, officers, employees, agents, and contractors (collectively, "**Indemnitees**") harmless from and against the liability and Damages (hereafter defined) arising out of third-party Claims (hereafter defined) to the extent attributable to Company's or its contractor's negligence, willful misconduct, material breach of this Agreement, failure to comply with law, or otherwise related to injury or death sustained by any person or persons related to the Production. "**Damages**" means assessments, fines, penalties, interest and collection fees, assessment of taxes (whether on an actual or extrapolated basis), fees, fines, bona fide settlements, costs, damages (including consequential, indirect, special, incidental or punitive damages), expenses (including without limitation reasonable attorneys' fees, expenses and costs), judgments, liabilities or losses incurred in connection with a Claim. "**Claim**" means an action, allegation, cause of action, cease and desist letter, charge, citation, claim, demand, directive, dispute, lawsuit or other litigation or proceeding, or notice.

12. **JURISDICTION AND ATTORNEYS' FEES.** THE AGREEMENT, AND ALL MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH IT, SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, USA, WITHOUT REGARD TO ITS PROVISIONS ON CONFLICTS OF LAWS, AND VENUE FOR ALL PURPOSES SHALL BE PROPER ONLY IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, USA. In the event of any action, arbitration, suit or other proceeding instituted by either



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party hereto to enforce or interpret any provision of this Agreement (including all appeals and petitions therefrom), the prevailing party shall be entitled to receive or recover its reasonable outside attorneys' fees and costs without regard to any court schedule on reasonable fees.

13. **ARBITRATION.** To the fullest extent allowed by law, the parties agree that any first party Claim between the Company and United Costume relating to or arising out of the Agreement will be submitted to final, confidential and binding arbitration before a single, neutral arbitrator in Los Angeles County, California, for determination in accordance with the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) arbitration rules and procedures (including its optional appeal procedure) as the exclusive remedy for such Claim. In any such arbitration, the parties may conduct discovery to the same extent as would be permitted in a court of law. The arbitrator must issue a written decision stating the essential findings and conclusions on which the award is based and will have full authority to award all remedies that would be available in court. The parties agree that any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party must, to the extent allowed by law, bear its own attorneys' fees and costs associated with the arbitration or any related proceedings. By agreeing to this binding arbitration provision, Company and United Costume give up all rights to a trial by jury. This bilateral arbitration agreement is to be construed as broadly as is permissible under applicable law.

14. **FORCE MAJEURE.** Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be liable or responsible to the other party, or be deemed to be in default under or deemed to commit a breach of this Agreement, for any delay or failure in fulfilling and performing such party's obligations in accordance with the terms and conditions of this Agreement, when and to the extent such failure or delay is caused by or arises out of or in connection with a Force Majeure Event (as hereinafter defined). As used herein, "Force Majeure Event" means a failure or delay in the performance of this Agreement arising out of causes and/or circumstances beyond the reasonable control of and without the fault or negligence of the party delaying or failing in the performance of this Agreement, in any way arising out of or in connection with or relating to the COVID-19 pandemic, including but not limited to quarantine restrictions and orders, self-isolation restrictions and orders, declaration of a public health emergency or international concern (as defined by the World Health Organization), national, regional or local public health emergency declarations, passage of law or any action taken by a governmental, quasi-governmental or public authority in connection with the COVID-19 pandemic. In the event of a failure or delay of a party's performance hereunder arising out of a Force Majeure Event, the times specified under this Agreement for such party to perform its obligations hereunder shall automatically be deemed extended for a period equivalent to the period reasonably lost because of the occurrence of a Force Majeure Event which is excusable under this paragraph, without any further action by the parties. In the event United Costumes fails to perform or delays in the performance of this Agreement as a result of a Force Majeure Event and such failure or delay continues for five (5) consecutive business days or more, either party may terminate this Agreement, in whole or in part, upon two (2) days' written notice to the other party. If such termination occurs prior to the expiration of the Term, or only as to a part of the performance required of United Costumes hereunder, United Costumes shall, upon reasonable demand, reimburse Company for any pre-paid sums attributable to (i) the portion of the Term remaining after the effective date of termination of this Agreement, to the extent this Agreement is terminated in its entirety, or (ii) the portion of United Costumes' obligations hereunder that remain unperformed and terminated as of the effective date of termination, to the extent only a part of this Agreement is terminated. In the event of any termination of this Agreement for any cause or reason, Company shall promptly return all Wardrobe and pay all sums due to United Costumes through the effective date of termination. In addition, in the event of a Force Majeure Event, United Costumes may request that Company return the Wardrobe to United Costumes within a reasonable time from the date of such request and Company shall agree to return said Wardrobe to United Costumes and pay all sums due United Costumes as applicable through the date of termination, notwithstanding any contrary terms contained in this Agreement. If Company is unable to return the Wardrobe due to a government order, then no rental fees will be imposed if Company is unable to return the Wardrobe to United Costumes during the time Company is storing the Wardrobe in such an event. If a government entity orders a shutdown, restricting United Costumes and/or Company from working, no rental fees will be imposed during this period, until the government entity lifts or rescinds the shutdown. Notwithstanding anything to the contrary contained herein, if Company is storing the Wardrobe at United Costumes' request due to a Force Majeure Event, then liability with respect to the Wardrobe shall remain with Company while the Wardrobe is in its possession and control.

15. **MISCELLANEOUS.**

a. **Severability.** If any portion or portions of the Agreement shall be deemed invalid or unenforceable for any reason, the remaining portion(s) shall be valid and enforceable and carried into effect, unless to do so would clearly



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violate the present legal and valid intention of the parties. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

- b. Notices. Any notice required by a party under the Agreement will be in writing. Notice to United Costume shall be delivered to: United Costume Corp., LLC, Attn: President, 12980 Raymer Street, North Hollywood, CA 91605; with a copy to Miller Haga Law Group, LLP, Attn: Managing Partner, 23901 Calabasas Road, Suite 2001, Calabasas, CA 91302. Notices shall also be sent to Company at the billing address on the first page of the Agreement. Notices shall be deemed effectively given: (a) five (5) days after being sent by certified or registered mail, postage prepaid, return receipt requested; (b) the next business day after being sent overnight by a major U.S. overnight document courier; or (c) upon receipt of confirmation following transmission via the internet, by electronic mail, or by a facsimile machine if received on a business day during business hours (otherwise, deemed received the next business day) if followed by a hard copy sent using one of the delivery methods in (a) or (b) above.
- c. Time is of the Essence. The parties acknowledge and agree that time is of the essence in the performance of their obligations hereunder.
- d. Survival. Any provisions of the Agreement creating obligations extending beyond the term of the Agreement shall survive the expiration or termination of the Agreement.
- e. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same binding instrument. The Agreement may be electronically signed, and any electronic signatures appearing on the Agreement shall be deemed to be the equivalent of handwritten signatures for purposes of validity, enforceability, and admissibility hereof.
- f. Relationship of Parties. Nothing contained in the Agreement shall be deemed or construed to create a relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood that nothing contained herein shall be deemed to create any relationship between the parties other than that of United Costume and Company. Except as may be agreed to by the parties pursuant to Section 6 (Option to Purchase), the Agreement does not provide for any sale of or any creation of a security interest in the Wardrobe. Company will not have nor at any time acquire any right, title or interest in or to the Wardrobe, except the right to possession and use as provided herein.
- g. No Third-Party Beneficiary. Neither party intends to, nor shall the Agreement create, in any manner whatsoever, an interest or beneficiary in a third party.
- h. Assignment. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party shall assign, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the other party.
- i. Cumulative Remedies. All rights and remedies of United Costume hereunder are cumulative of each other and every other right or remedy which United Costume may otherwise have at law or in equity or under any other writing for the enforcement of the right, and the exercise or failure to exercise one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.
- j. No Injunctive Relief. In no event shall United Costume be entitled to enjoin, restrain or otherwise impair in any manner Company's production, distribution, exhibition, exploitation, advertising, publicity or promotion of the project for which the Wardrobe is leased, and in the event of Company's breach or Default hereunder, United Costume's remedies shall be limited to the remedies expressly set forth in this Agreement, and the exercise of any such express remedy by United Costume shall not prejudice the exercise of any other remedy available to United Costume under the Agreement.
- k. Waiver. Except as otherwise provided for herein, the failure of either party to insist upon strict performance of the Agreement, or to exercise any option herein, shall not be construed as a modification or waiver of any provision, right, or obligation under the Agreement.
- l. Entire Agreement/Amendments. The Agreement constitutes the full and complete understanding between the parties for the subject matter herein and supersedes any other document, terms, riders, purchase orders, or other



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documents exchanged between the parties. Any waiver, modification, or amendment of the terms of the Agreement shall be binding only if done in writing and signed by the authorized representatives of both parties.

m. Construction. The Agreement will not be construed for or against any party on the basis of which party drafted the Agreement, and each party has had the opportunity to review the Agreement with their respective legal counsel to the party's satisfaction. In the event there are any inconsistent, contrary, or conflicting terms contained in the Agreement and any other document, the terms of the Agreement shall control.



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Appendix 1

RENTAL RETURN PROCEDURES

1. All Wardrobe must be returned on hangers, in an enclosed vehicle, hanging on racks.
2. Wardrobe must be cleaned. We recommend La Cienega Cleaners for Men's clothing and Ladies clothing. A list of cleaners qualified to handle our special pieces is available upon request. **If Wardrobe is returned in an unacceptable condition because of the use of another cleaner or otherwise, your company will be responsible to United Costume for cleaning and/or damages.**
3. Wardrobe must be arranged in chronological order on the rack according to the shipping sheets.
4. Each item or group of items on a shipping sheet (as provided to you upon pick-up of the Wardrobe) must be tagged with the sheet and line number listed. All sheets returned complete must have "Return Complete" on the tag. We also accept xerox copies of our such shipping sheet, as long as it is clearly marked what item is being returned.
5. All shoes and hats must be returned in boxes. We do not recommend pinning the hats to garments or returning them in bags hanging from the garments. Never put shoes and hats in the same box.
6. Any items damaged must be tagged accordingly.
7. Any items being put on "Hold" must be tagged with the shipping sheet number, line number, character, and length of hold. This tag must stand out from other tags.
8. When return is ready to be received by United Costume, a Company representative from the Production must be present.
9. All altered garments must be restored to original size and style.
10. All shoes must be cleaned if necessary.
11. All loss and damage will be reviewed with the Production supervisor once return is complete.
12. A \$50.00 per hour charge will apply if these procedures are not met.