



PHILIPPE'S ESCAPE, LLC
PO BOX 1009
HAMILTON, MT 59840
USA

Costume rental rates vary per costume reference. Please see our chart below.

A one-time \$25 per costume cleaning fee is added to the last day of rental.

COSTUME RENTAL AGREEMENT

CONTRACT

PHILIPPE'S ESCAPE, LLC costumes are not for sale; they are for rental purposes only.

COSTUME RENTAL AGREEMENT: The rental of costumes is done by the Contract. Each rental requires a duly executed Costume Rental Agreement Form.

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).

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, reception, care, and return of the rental costumes.

TERMS OF PAYMENT: Upon execution of the Costume Rental Agreement Contract, the Customer agrees to pay all rental fees and damage/loss deposit.

RENTAL: We accept payment by credit card (through a Pay Link sent to you), or by check, or by money order.

DAMAGE/LOSS DEPOSIT: We accept payment by check or money order only.

REFUNDABLE DAMAGE/LOSS DEPOSIT: A refundable security deposit as determined by and specified in the Contract is required for all rentals prior to shipping. Deposit refunds are processed within a week, by check, after the rentals are returned to and inspected by Philippe's Escape, LLC.

RENTAL FEES: All costumes are rented on a per-piece basis, for the term and amounts specified in the Contract.

SHIPPING CHARGES: The Customer is responsible for all shipping charges from Philippe's Escape, LLC to the Customer and for all shipping charges for the return of rental(s) to Philippe's Escape, LLC from the Customer. We will estimate shipping charges prior to shipment, subject to adjustment as necessary.

CLEANING FEE: A cleaning fee of \$25.00 (USD) is included in all rental fees.

PENALTY FOR LATE RETURNS: All costumes are to be returned to Philippe's Escape, LLC no later than the rental return due 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 Philippe's Escape, LLC receives the rental(s). The late fees will be deducted from the damage/loss deposit.

DAMAGE/LOSS: 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, Philippe's Escape, LLC will NOT refund the damage/loss deposit. In the event of damage, The Customer agrees that Philippe's Escape, LLC will deduct from the damage/loss deposit such amounts as Philippe's Escape, LLC 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.

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, Philippe's Escape 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.

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

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 the costumes in the following manner:

Hanging costumes must be completely dry before storing and must be kept covered by the original storage bag supplied by Philippe's Escape, LLC 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 the costume(s).

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.

No one may smoke (cigarettes, cigars, pipe, etc.) or vape 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 the Customer should contact Philippe's Escape, LLC 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.

It is recommended 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. Philippe's Escape, LLC's costume collection is a valuable resource for Philippe's Escape, LLC. 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 nametags, or any other adhesive to make attachments or alterations.

Do NOT use staples, paperclips, 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.

All Customer alterations must be carefully removed so each costume is returned to Philippe's Escape, LLC in its original condition. If not, a \$40 per hour fee for our seamstress to restore the costume to original condition will be assessed and taken from the damage/loss deposit.

SHIPPING OF COSTUMES: The Customer is responsible for all shipping charges from Philippe's Escape, LLC to the Customer, and from the Customer, back to Philippe's Escape, LLC.

The Customer is responsible for providing accurate delivery information.

All rentals must be insured for their replacement value.

All rentals must be shipped with Signature Required. The Customer must be present to sign-for and accept receipt of rentals.

If the Customer has a FEDEX, UPS, or DHL account, the shipment can be Overnight/Next Day using the Customer's account number.

All rentals are shipped FOB Hamilton, MT. Rentals become the Customer's responsibility once the shipper (USPS, FEDEX, UPS, or DHL) takes possession, and the Customer is responsible to Philippe's Escape, LLC for all damages, replacement costs, and for recovery of those costs from the shipper.

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

Philippe's Escape, LLC contact information:

Phone Number: 406-218-8576

Email: philippe.the.musical@gmail.com

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 Philippe's Escape, LLC, and for all related expenses. The costumes are to be returned to Philippe's Escape, LLC no later than the Return Due Date as specified in the Contract. The rental(s) must be shipped prepaid and insured for the replacement value as specified in the Contract. All packages must be shipped with Signature Required.

The Customer must provide the shipping date and tracking number(s), either by phone or email at the time of shipment. The Customer is responsible for all return shipping payments.

All rentals MUST be returned by 2–3-day shipping so that we have time to clean and do any repairs necessary to make the costume suitable for the next renter.

The Return Ship-To Address and information is:

Philippe's Escape, LLC
829 Pheasant Run
Hamilton, MT 59840
USA
406-218-8576

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.

All costumes remain the Customer's responsibility until they are received at Philippe's Escape, LLC's premises in Hamilton, MT.

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

INDEMNITY/ NON-LIABILITY OF PHILIPPE'S ESCAPE: The Customer agrees to use the costumes rented as specified in the Contract at the Customer's own risk. Philippe's Escape, LLC is not liable to the Customer or its employees, independent contractors, agents, or performers for personal injury for any reason whatsoever.

Philippe's Escape, LLC 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 Philippe's Escape, LLC 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 Philippe's Escape, LLC 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 Philippe's

Escape, LLC including but not limited to Philippe's Escape LLC's reasonable attorney's fees and costs.

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

Philippe's Escape, LLC 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)

Please:

- 1) Read the Contract (above) to make sure that you understand our policies.
- 2) Fill out the rental form (below) and email it to philippe.the.musical@gmail.com
At that time, the "office only" section will be filled out by Philippe's Escape, LLC and sent back to you, the Customer, by email.

Once the form is sent back to you:

- 3) Read the "office only" section that has been filled. Sign the Contract and return it by email to philippe.the.musical@gmail.com or by mail with your payment.
- B) Any and all riders to this contract (duly signed, executed, and approved)
- C) Full payment of all rental fees and deposits (2 separate checks – 1 for the rental, 1 for damage/loss)



COSTUME RENTAL AGREEMENT

FORM

Customer's Name: _____

Customer's Mailing Address: _____

Telephone Numbers: _____

Email Address: _____

Ship-To Address: (Must be Accurate): _____

Costume References	"ANGEL" Bust: 32.5 Waist: 22.5 Hips: 35.5 (1 only)	"KYLEE" Bust: 34.5 Waist: 27.5 Hips: 36.5 (1 only)	"CHER" Bust: 32.5 Waist: 24.5 Hips: 35.5 (1 only)	"LYSHA" Bust: 33.5 Waist: 28 Hips: 37.5 (1 only)	"JESS" Bust: 33.5 Waist: 26.5 Hips: 38.5 (1 only)	"BRIE" Bust: 33.5 Waist: 27 Hips: 37 (1 only)	Time Needed	
							Days	Weeks
French Can-Can \$50/day or \$225/week								
Semper-Fi \$35/day or \$150/week								
Rosie the Riveter \$35/day or \$150/week								

(Philippe's Escape will confirm the Costume(s) and Quantity ordered and will return this Contract to you with a total. That information will appear in the "Office Use Only" section. Please do not fill out the "Office Use Only" section).

Customer's First Performance date: _____

Customer's Last Performance date: _____

That is all the information that we need at this point.

Thank you for emailing us this page at philippe.the.musical@gmail.com

Office Use Only

Date Costume(s) will be shipped: _____ (“Rental Begin Date”)

Date Costume(s) must be returned: _____ (“Return Due Date”)

Please be aware that a \$10 per day and per costume late return fee will be charged (and deducted from the Customer’s Damage/Loss deposit) until Philippe’s Escape, LLC receives all rental costume(s) from the Customer.

TOTAL DUE:

Costume References	ANGEL	KYLEE	CHER	LYSHA	JESS	BRIE			TOTAL
							Days	Weeks	
French Can-Can \$50/day or \$225/week									
Semper-Fi \$35/day or \$150/week									
Rosie the Riveter \$35/day or \$150/week									
Cleaning Fee (One-time,per costume)	\$25	\$25	\$25	\$25	\$25	\$25			
TOTAL DUE									

Costume Rental \$_____ (Does not include shipping)

Shipping \$_____

FYI:

COSTUME REFERENCE	REPLACEMENT VALUE IN US\$
French Can-Can	700
Semper Fi	150
Rosie the Riveter	150
TOTAL	

Damage/Loss Deposit \$_____ (Based upon costume reference and quantity)
The Security Deposit (“Damage/Loss Deposit”) will be refunded entirely if the costumes are returned in good condition and in time, by the “Return Due Date”.

The Customer acknowledges that he/she has read, understands, and agrees to the terms outlined in this Contract. Rental is only complete with the return of duly filled and signed Contract.

Payment:

Please mail two separate checks:

- 1) One Rental Check for the amount of \$_____ (You may request a Pay Link from us if you wish to pay by credit card)
- 2) One Security Check for the amount of \$_____ (Sorry, no credit card.)

To Philippe’s Escape, LLC – PO Box 1009 – Hamilton, MT 59840

Costumes cannot be held for the Customer’s performance dates without payment and signed contract.

BY: _____ DATE: _____

(The Customer)

BY: _____ DATE: _____

(Philippe’s Escape, LLC)