

Theatrical Supplies Rental Agreement (Non-profit)

This agreement to furnish theatrical supplies is made by and between:

_____ (RENTER) and

Marin Shakespeare Company (MSC) for the rental of theatrical supplies listed in Exhibit D. All rented items must also be photographed, with photos uploaded using the QR code found in the MSC storage attic.

Fees

1. Pull Fee: MSC charges a non-refundable \$30 pull fee, which includes up to 1 hour of time, assisted by an MSC staff member, and which must be paid in advance; an additional fee of \$20/half hour for pull time over one hour. Pull fee must be paid at time of check out.
2. Restocking Fee: MSC charges a 10% restocking fee for items returned before the start of the run of RENTER's show. Restocking fee must be paid at time of return.
3. Rental Fee: see Exhibit C. All rentals are for a period of no more than two months; the rental fee will double for each additional month. Rental fee must be paid at time of return.
4. Fees can be paid by check or via Zelle.

Conditions

1. All costumes rented will be returned only after cleaning, including dry cleaning if necessary.
2. Any Props rented must be returned in the same condition in which they were rented.
3. RENTER agrees to all Additional Terms and Conditions listed in EXHIBIT B.

Loss of or Damage to Property

RENTER is responsible for loss, damage (ordinary wear and tear excepted) or destruction of Theatrical Supplies, including, but not limited to, losses while in transit, while loading and unloading, while at any and all locations, while in storage or while on Renter's premises, except that Renter is not responsible for damage to or loss of the Props caused by MSC's gross negligence or willful misconduct. Renter is also responsible for loss of use and Renter shall fully compensate MSC for the loss of use of the Theatrical Supplies during the time they are being repaired or replaced, as applicable. Replacement cost will be solely at MSC's discretion.

Liability Waiver

RENTER agrees that MSC is not responsible for any injuries or damages resulting from the use of MSC costumes, props, or other theatrical supplies, including but not limited to allergic reactions to materials, and/or accidents caused by the misuse of costumes, props, or other rental items.

Mediation, Arbitration and Applicable Law

Any dispute between the parties arising out of the Agreement shall be submitted first to mediation in Marin County by any mediator mutually acceptable to the parties. If the parties are unable to agree upon a mediator within five (5) calendar days (non-holiday), then either party may apply to Resolution Remedies (San Rafael, CA) to have one appointed. Any dispute, action or controversy arising under this Agreement which the parties have not been successful in resolving via mediation shall be resolved by arbitration pursuant to terms established by the American Arbitration Association. This agreement shall be governed by the laws of the State of California.

For Marin Shakespeare Company:

Lesley Currier, Managing Director

Signature

Date

For Renter:

Name Printed

Signature

Date

Email

Mobile Phone #

EXHIBIT A - Production Information

Name of Show: _____

Renting Organization/Theater: _____

Relationship of RENTER to organization/theater: _____

Date of Rental: _____

Latest Date of Return: _____

Date of First Public Performance: _____

Date of Last Public Performance: _____

EXHIBIT B - Rental Charges

THIS SECTION TO BE COMPLETED BY MSC UPON CHECK OUT OF RENTED ITEMS:

RENTER shall complete a Check-Out form found in the MSC Storage Attic:

1. Pull Fee \$30
PAID in advance: Check / Zelle on: _____

2. Additional Pull Fee (\$20/half hour): Hours: _____
 TOTAL DUE AT CHECK OUT: \$ _____
PAID: Check / Zelle on: _____

3. Items returned prior to the first public performance,
 10% restocking fee amount: \$ _____
PAID: Check / Zelle on: _____

4. Performance Rental Amount: \$ _____
 Additional Fees Assessed (i.e. for damaged, missing, or altered items): \$ _____
 TOTAL DUE UPON RETURN OF ITEMS: \$ _____
PAID: Check / Zelle on: _____

EXHIBIT C – Additional Terms and Conditions

- All rentals must be coordinated in advance with an MSC Staff member. Contact Rentals@marinshakespeare.org to schedule an appointment.
- The pull fee must be paid in advance of your appointment.
- MSC staff will determine rental fees based on our Typical Rental Costs list; fees may be adjusted by MSC staff at any time.
- All agreements must be signed by an adult age 18 or older.
- MSC does not rent any footwear.
- All combos must be returned at the same time, even if only one piece of the combo is used for production.
- There is no smoking or eating allowed by actors while in costume.

Maintenance:

- Renter shall maintain accurate and complete records of all repairs and maintenance of Theatrical Supplies and provide MSC, upon request, with a copy of such records.
- Costumes Maintenance:
 - o Costumes may be altered to fit, but must be returned to their original condition before they are cleaned and returned. Costumes that are returned with alterations will be charged an alteration damage fee; this includes hems that are left in place.
 - o All alterations must be sewn. No costume may be sent into production with safety pinned alterations.
 - o Tape, iron-on bonding web, glue, or any other adhesive may not be used on costumes.
 - o Costumes may not be cut, dyed, painted, or permanently altered without prior written permission from MSC. Do not “improve” our costumes without prior permission – this includes adding trims, feathers, or other embellishments. Any costumes permanently altered without prior written permission will be charged the replacement value of the costume, to be determined at MSC’s sole discretion.
- Props Maintenance.
 - o Renter shall (a) use, operate, maintain, transport and store the Props in a careful and proper manner consistent with customary industry practice and any applicable law (including any applicable local ordinances); (b) protect the Props from deterioration; (c) use the Props only for their intended use.

Payment Options:

- Pay by check to: Marin Shakespeare Company, 514 Fourth Street, San Rafael, CA 94901
- Online via Zelle to the following recipient email address: management@marinshakespeare.org. Client is required to include the following information in the memo field of the transaction:
[Date] – [Event Name] – [Organization Name] – [Clients Name] – [Deposit OR Installment]
(e.g., 10/15/2025 – Shakespeare Workshop – Bay Area Arts – Noah Rojas-Domke – Installment 2).

- If paying in installments please indicate which installment payment is for. This information is necessary to ensure accurate allocation of the payment..

FOR REFERENCE ONLY

EXHIBIT D – Typical Rental Costs

Period Military	\$35
Tabards and Tunics	\$20
Ecclesiastical	\$25
Capes	\$35-\$20
Prefab/Kids	\$20
Period Jacket	\$45
Period Combos	\$45
Doublets	\$45
Period Vest	\$25
Period Pant	\$20
Period Long Costumes	\$45
Padded Costumes	\$15-\$20
Period Dresses	\$45-\$65
Period Shirts	\$25
Period Dress Combos/Suits	\$45
Shirts	\$25
Pants	\$25
Vest	\$25
Corsets	\$25
Togas	\$25
Cinderella Dresses	\$35-\$45
Tunic Dresses	\$25
Fantasy/Fairy	\$20-\$35
Coats	\$35
Rain Gear	\$25
Fur Coat	\$35
Wedding Dresses	\$45-\$65
Formal Dresses	\$45-\$65
Accessories	\$10- \$25

Small props	\$20
Large or unusual props	\$25 - \$65
Weapons	\$40

FOR REFERENCE ONLY

EXHIBIT E - Theatrical Supplies Check Out Form (Sample)

No item may be removed without being photographed									
Renter Name:			Show Title:		1st Performance:				
	ITEM DESCRIPTION	QUANTITY	PRICE	DATE CHECKED OUT	RETURN DUE DATE	BEFORE 1ST PERFORMANCE	RESTOCKING FEE	DATE RETURNED	RETURNED BY
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									