



RENTAL AGREEMENT AND RELEASE OF LIABILITY

Date:

Name:

Company:

Address:

Production Name:

This letter, when fully executed, shall constitute the Agreement (“Agreement”) between Sports Studio Ventures, LLC dba Sportsrobe (“Sportsrobe”) and the entity (“Company”) identified in the attached estimate (“Estimate”) with respect to the rental of wardrobe (“Wardrobe”) and/or props/equipment (“Equipment”) for the Company’s production indicated on the Estimate. The following Terms and Conditions will apply to all transactions between the Company and Sportsrobe:

Operations

- Sportsrobe’s standard business hours are Monday – Friday, from 8:30am PST to 5:00pm PST, unless otherwise indicated in advance of the rental period i.e. for holiday closures or other special circumstances. in two-hour increments.
- Sportsrobe is available on weekends and some holidays (on a case-by-case basis) at a rate of \$550 per hour, billed in four-hour increments.

Licensed Uniforms

- Sportsrobe is an entertainment licensee of MLB, MLS, NBA, NFL and US Soccer and as such, no licensed Wardrobe or Equipment will be rented by Sportsrobe without written consent of the applicable league.
- Sportsrobe can assist with clearances if necessary at no additional charge to the Company.
- Sportsrobe cannot sell any licensed Wardrobe or Equipment to Company. No exceptions.

Production Credit Language

- Company shall accord Sportsrobe a thank you credit in the end credits of the Production and as such, Sportsrobe shall be referred to as SPORTS STUDIO.
- Should the Production not include end credits, Company must advise Sportsrobe in writing prior to the start of the rental period as defined by the Estimate.

(310) 559-3999 | 1831 W 208th St | Torrance, CA 90501 | sportsstudio.net

QUALITY SCRIPTED SPORTS



Payment

- Sportsrobe is a NET 10 company.
- Sportsrobe accepts cash or credit cards only for new accounts. For existing accounts, checks will be accepted only with an accompanying Purchase Order. Cashier's checks may be required under certain circumstances.
- A 50% deposit is required for all custom orders. Additional deposits may be required under special circumstances, at Sportsrobe's discretion.
- Payment arrangements must be made once an Estimate is approved and if applicable, a credit card authorization form (attached) must be completed before an order is shipped.
- All credit cards will be charged before any items leave the warehouse.
- A 3% processing fee for orders over \$1,500 and 5% processing fee for orders over \$2,500 will apply for all credit card orders.
- Authorization to charge the credit card provided is specifically granted by the Company's signature below.

Tax

- Tax will be added to all productions filming in California.
- Tax will not be added to any production filming out-of-state.
- Tax will not be added to any services provided by Sportsrobe.

Invoicing

- All invoices will reflect the agreed-upon Estimate unless otherwise notified by Sportsrobe in writing prior to the issuance of the invoice.
- Additional invoices will be issued to cover charges that may not have appeared on the original Estimate but incurred after the order is shipped, including but not limited to, loss & damage, restocking, unforeseen vendor fees, laundry or additional shipping charges. These additional invoices may be charged on the credit card provided.

Shipping

- Sportsrobe will ship all Wardrobe and Equipment via FedEx [or same-day messenger service upon request].
- Company can provide an account number otherwise all shipping charges will be added to the Estimate and/or invoice.
- Shipping time does not count against Company's rental period.
- Company must provide tracking information for return shipments. Likewise, Sportsrobe will provide Company with tracking information on all items shipped by Sportsrobe.



Approval

Sportsrobe will allow items to leave the building temporarily, giving the Company the opportunity to approve the items prior to the beginning of the rental period, per the following conditions:

- Approval must be granted before any item leaves the building.
- Approval is \$5 per item for a 24-hour period. If items are not returned at the end of the 24-hour period, Company will be charged a one-week rental fee.
- Approvals are Monday – Friday only. Any item taken on a Friday must be returned by the end of that day or Company will be charged a one-week rental fee (or more as necessary).
- There is a 10 item limit for approval.
- Company will be charged a \$3 per item restocking fee for every item Sportsrobe is required to put back into inventory.
- Items on approval are prohibited to be used on set. If it is discovered that an Approval item was used for production purposes, a minimum one-week rental will be charged.
- Sportsrobe will not release licensed items or any accessories/equipment for approval. These items include, but are not limited to, helmets, pads, cleats, belts, hats and balls.

Pull

- Company will be charged a rate of \$45 per hour to pull Wardrobe and Equipment from inventory, one-hour minimum.

Restock

- If any item on hold or pulled from the warehouse needs to be restocked, Company will be charged \$3 per item restocking fee.
- If an item from an outside vendor is returned unused, Company will be charged a 50% restocking fee.

Laundry

- Sportsrobe's laundry fee is \$45 per load.
- All licensed items must be laundered by Sportsrobe and not by Company.
- All non-licensed items must be returned fully laundered or Company will be charged the laundry fee.
- All wool, satin and period (as defined on the Estimate) items must be dry cleaned. If these items are not returned clean, Sportsrobe will charge market rate for dry cleaning services with applicable receipts.



Loss & Damage

- If any individual piece of Wardrobe or Equipment is lost or damaged, and/or not returned in its original condition i.e. altered/embellished, Sportsrobe will charge Company 10 times the amount of the rental cost of each item, to be invoiced in addition to the original Estimate. Credit cards provided may be charged without further authorization for the lost, altered or damaged goods.
- When requested, clothing and/or equipment racks/fixtures will be provided to Company at no charge, however they must be returned to Sportsrobe in the condition they were received or Sportsrobe will charge \$500 per rack/fixture, to be invoiced in addition to the original Estimate. Credit cards provided may be charged without further authorization for lost or damaged racks.

Release and Indemnification:

- Company acknowledges that Sportsrobe is renting to Company the Wardrobe and Equipment identified in the attached Estimate for costume purposes only for the sole purpose of creating the most accurate sports look for Company's production ("Production"). Company acknowledges that Sportsrobe does not guarantee the Wardrobe and Equipment's use as protective equipment and that any use of the Wardrobe and Equipment as protective equipment is at the Company's sole and assumed risk. Company further acknowledges that no protective product can totally eliminate the inherent physical risks of its use in sports, in particular contact sports.
- Company agrees to indemnify, defend and hold Sportsrobe and all affiliated entities harmless from and against any and all legal action resulting from Company's negligence or willful misconduct with respect to the use of the Wardrobe and Equipment rented to Company by Sportsrobe as outlined in the Estimate.
- Furthermore, Company shall regard any and all information contained in this Agreement and the attached Estimate, as well as all other information learned by Company relating to the business or internal operation of Sportsrobe, as confidential and proprietary.

Certificate of Insurance

- For any rentals over \$5,000, Company must name Sports Studio Ventures, LLC dba Sportsrobe as an additional insured under the Company's Commercial General Liability, Automobile Liability and Worker's Compensation (including Employer's Liability) policies and show evidence of compliance with all insurance provisions prior to the rental period as defined by the Estimate.



This Agreement is binding upon signature of an authorized representative of Sportsrobe and Company.

Agreed to and accepted by:

Sportsrobe:

Company:

Name:

Name:

Date:

Date: