



Opera Mariposa Production Resources

RENTAL TERMS & CONDITIONS

1. Rental Agreement

For local pickup orders, a completed rental agreement must be on file upon order pickup. For long-distance shipped orders, a completed rental agreement and holding fee must be received prior to pulling items. The rental agreement must be signed by someone empowered to represent the individual, group, company or organization placing the order.

2. Rental Fees & Damage Deposit

For local orders, rental fees are payable upon pickup, unless separate invoicing is stipulated in the rental agreement. For international orders, customer will be invoiced for rental fees, with payment due prior to shipping. Opera Mariposa also reserves the right to require either a refundable damage deposit or a credit card number on file for security.

3. Holding Fees

For particularly larger or complex rental orders, or for international orders, Opera Mariposa reserves the right to require a holding fee or advance prior to pulling/reserving items. This fee is due upon receipt of invoice, and will be put towards the final rental fees. In the event of an order cancellation by the customer, the holding fee is non-refundable.

4. Costume Pulling

If an in-person costume fitting cannot be arranged, Opera Mariposa staff members can pull costumes according to supplied measurements. For local orders, the customer will supply any necessary costume measurements a minimum of one week in advance of the pick-up date; for international orders, the customer will supply costume measurements a minimum of two weeks in advance of the shipping date. The customer is solely responsible for the accuracy of those measurements, and understands that Opera Mariposa cannot guarantee the availability of specific sizes, nor the precise fit of any costumes. Opera Mariposa is not liable for any delays that may result if measurements are not received in a timely fashion, and reserves the right to terminate an existing Rental Agreement if measurements are not received.

5. Shipping

The customer is responsible for any applicable shipping costs, including the cost of any special packing materials. Shipping and handling charges to the customer will be invoiced, and the customer is responsible for the any duties, taxes or other customs fees. Return shipments must be sent by a shipping method approved by Opera Mariposa, and shipments must be insured for the full replacement value of the items.

6. Handling Instructions

In select cases, Opera Mariposa may provide special handling instructions for certain items. It is the customer's responsibility to ensure that these instructions are followed at all times in order to avoid damage to the items.

7. Liability Release

The customer releases Opera Mariposa and its members from any and all liability associated, directly or indirectly, with the use or misuse of all items and/or any supplied packing materials from Opera Mariposa, as well as with the shipping, handling and delivery thereof. Under no circumstances is Opera Mariposa responsible for consequential damages; in the unlikely event that an issue arises with a rental, Opera Mariposa's liability is limited to refund of fees paid.

8. Costume Alterations

No costume alterations may be done without Opera Mariposa's permission. Any permitted alterations must be done in such a way that the garment can easily be returned to its original condition, unless previously agreed upon in writing, and extra care should be taken with any alterations on leather, velvet, or any delicate or shiny fabric where stitch marks may be visible once the alteration is removed. Regardless of any alterations, all component pieces of the original costume must be returned – including trim, buttons and ornamentation – or Opera Mariposa reserves the right to charge the customer for their replacement.

9. Maintenance and Repairs

If repairs are needed during a show run or film/television shoot, measures should be taken to ensure that the piece incurs no further damage. Matching thread should be used when making costume repairs, and no tape (other than painter's tape) should be used on garments, as it may leave a residue. No tape at all should be used upon velvet, fur, beadwork or similarly delicate materials.

If an item comes apart and the customer chooses not to repair it, please keep all the component pieces if possible, so that Opera Mariposa can reassemble the item upon its return. If parts of an item are missing, Opera Mariposa reserves the right to charge the customer for their replacement.

10. Acknowledgements

If Opera Mariposa's costumes, props or set décor are used in a musical or theatrical event or production, Opera Mariposa will be acknowledged by name in the show program – or, if program acknowledgement is not possible, through another form of public recognition such as announcement at the performance(s). If Opera Mariposa's costumes, props or set décor appear in a film, television or video production, Mariposa will be acknowledged by name in the credits and/or the video description, as may be applicable. For photo shoots and magazine editorials, Opera Mariposa will be acknowledged as costume or wardrobe supplier or designer, and @operamariposa will be tagged where any images appear on social media, in both the image and the caption. Further acknowledgements (such as logo placement) may apply, subject to negotiated agreements with the customer.

11. Cleaning

Opera Mariposa cleans our costumes upon return, and dry-cleaning costs are included in the rental fee. If the customer elects to clean the garments during the rental period as well, please refer to any label instructions and/or ask Opera Mariposa to provide cleaning details. Please do not machine wash or tumble dry any items without permission. If garments are unusually soiled upon return and significant staining, odour, or cosmetic damage remain after dry cleaning, the customer may be charged for repair or replacement of the costume(s).

In select cases, a rental agreement will state that garments must be cleaned by the customer prior to return. In these cases, the item list will be annotated with cleaning methods, and cleaning instructions will be provided. If garments are damaged due to improper cleaning, the customer will be charged for repair or replacement.

12. Repair and Replacement Fees

If any items are destroyed, significantly damaged or missing, the customer will cover the cost of their repair or replacement. If the order includes a damage deposit, part or all of this deposit will be used to cover these costs, and any outstanding amounts will be invoiced. If the order includes a credit card number for security, this credit card number will be charged for the repair or replacement fees.

“Damage” may include improperly executed repairs or alterations, as well as any damage that occurs in transit due to improper packing or handling. Repair and replacement fees are determined solely by Opera Mariposa.

13. Returns and Late Fees

Please remove any customer nametags or wire hangers prior to return. If the customer needs to adjust the return date, they can contact Opera Mariposa to negotiate a new one prior to the end of their rental period. For late returns without prior notice, the customer will be charged a weekly rental fee for each week or part thereof – and Opera Mariposa reserves the right to apply full rental rates for all late items, regardless of any discounts, sponsorships or waived fees that may have been in effect during the original rental period. After 30 days, Opera Mariposa reserves the right to consider the items “missing” and charge a full replacement fee.

If the customer returns items that were not part of the original rental order, Opera Mariposa will make reasonable efforts to alert the customer to the inclusion of the additional items and arrange for their return. However, Opera Mariposa cannot be held responsible for items that are returned to Opera Mariposa in error. If the customer cannot be reached or is unable to pick up any extra items within 30 days, Opera Mariposa reserves the right to dispose of the additional items at Opera Mariposa’s own discretion.