



# Opera Mariposa Production Resources

## **RENTAL TERMS & CONDITIONS**

Last updated: **March 13, 2022**

Learn more: [operamariposa.com/rentals](https://operamariposa.com/rentals)

Contact us: [info@operamariposa.com](mailto:info@operamariposa.com)

### **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, applicable rental fees are due prior to or 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 larger or more complex rental orders, as well as 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 order cancellation by the customer, the holding fee is non-refundable.

### **4. COVID-19 Policy**

Due to COVID-19, Opera Mariposa is not currently booking in-person costume fittings; instead, Opera Mariposa team members will pull costumes according to supplied measurements. In keeping with our ongoing commitment to community health, Opera Mariposa is also only offering rentals or other production support to companies and events with appropriate health and safety policies in place.

All our staff members are fully vaccinated and boosted, and rental items are cleaned and/or quarantined between each use. For more about Opera Mariposa's own health and safety policies, please refer to Opera Mariposa's current [COVID-19 Policy](#).

## **5. Costume Pulling and Fitting**

For individual local orders, we ask that customers supply costume measurements at least two weeks in advance of the pick-up date whenever possible; for group and international orders, customer must supply costume measurements a minimum of three weeks in advance of the shipping date, with longer preferred. Please note that due to the pandemic, Opera Mariposa is currently operating with a skeleton crew, and we encourage you to get in touch about your project as early as possible, to leave more time for your order to be coordinated and fulfilled.

The customer is solely responsible for the accuracy of provided measurements, and understands that Opera Mariposa cannot guarantee the availability of specific sizes, nor the precise fit of supplied costumes. Opera Mariposa is not liable for any delays that may result if measurements or other necessary project details are not received in a timely fashion, and reserves the right to terminate an existing Rental Agreement if required information is not received.

## **6. 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 any applicable duties, taxes or other 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.

## **7. Handling Instructions**

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

## **8. 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 unresolvable issue arises with a rental, Opera Mariposa's liability is limited to refund of fees paid.

## **9. Alterations**

No costume, prop or set decor alterations may be done without Opera Mariposa's permission. Any permitted alterations must be done in such a way that an item 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 an alteration is removed.

Regardless of any alterations, all component pieces of the original costume or other item must be returned – including trim, buttons and ornamentation – or Opera Mariposa reserves the right to charge the customer for their replacement.

## 10. 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.

## 11. Acknowledgements

If Opera Mariposa's costumes, props or set decor are used in a theatrical or film event or production, Opera Mariposa will be acknowledged by name in the show program, credits, or wherever acknowledgements are customarily given. If this is not possible, Opera Mariposa will be acknowledged through another form of public recognition, e.g. online.

For photo shoots and magazine editorials, 'Opera Mariposa' or the 'Opera Mariposa Collection' will be acknowledged as costume or wardrobe supplier or designer (or for jewelry, wigs, set decor etc.) as may be applicable, and **@operamariposa** will be tagged where images appear on social media.

Further acknowledgements (such as logo placement) may apply, subject to any other negotiated agreements between the customer and Opera Mariposa.

## 12. Costume 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 to indicate the cleaning method for each piece, and cleaning instructions will be provided. If garments are damaged due to improper cleaning, the customer will be charged for repair or replacement.

## 13. 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.

#### **14. Returns and Late Fees**

Please remove any customer-added nametags, labels 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 or 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 any 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.