

Terms of use costume fund of Kostümkollektiv e.V. (date 6.07.14)

Common costume fund of the free scene, established and managed by Kostümkollektiv e.V.

1. General information on the costume fund

For what reason? Ressources are collected and preserved. The collection is available to free artists, pupils, students, educators and artists who work in aesthetic and cultural education for fittings, inspiration and research. It contains simple rehearsal clothes as well as valuable and historic clothes. The fund is also at private users disposal for cultural events and at our associations for projects, presentations and learning opportunities. The costume fund provides professional conditions and facilitates artistic work.

How? We do not receive any institutional subsidies. All costs like rent, equipment, insurance and lump-sum operating cost are covered by donations, annual subscriptions and lending fees. This is so far enabled by a lot of voluntary work by plenty of helpers and as the initial formation of the fund is concerned by the „Stiftung Deutsche Klassenlotterie“ and by other financial donations.

What does the fund need? Income to finance care and insurance and to ensure reliably supervised opening hours. Awareness for the work of costume designers and tailors and for the ressources, that are useful for everyone as well as awareness for the age of the inventory. And another thing that is crucial: Adherence to our terms of use.

Important facts in brief

- The lending fee provides the conservation of the fund and is no enrichment
- We are doing the work voluntarily and would not be able to accomplish it without the earnings generated by the lending fees
- Each exception from the terms of use means more work to us
- We willingly help with advice and networking to our limits
- We offer artistic, costume designer work and technical work for an appropriate fee
- The normal 2-week-lending period relates to the usual need of time of projects of the free performing arts. An earlier return does not reduce the lending fee
- We do not sell any costumes – except from those unuseful for the fund
- Lending is only possible with contract, deposit and identity proof
- Search and fitting takes 1 hour per figure
- Lending and clearing formalities take up to a quarter of an hour

2. Possible use

2.1 Normal users pay 100% of the lending fee as far as there are no reduced fees due to a voucher (see 5.2)

The **subscription KK30** is demanded by long term donators and is offered to costume donators, members, students, pupils, free, not commercial working theatre creators and educators who are working in cultural education. It is not transferable and is closed for one calendar year* valid from receipt of payment of the annual fee* of 30€. If the conclusion of the contract lies in the last third of the calendar year the fee reduces to 15€. The lending fee for KK30 users is 70% of the normal lending fee. Reservations are free to an appropriate extent.
*The calendar year starts with the 1st of January and ends with the following 31st of December.

The **subscription KK100** is offered to long term donators who stand out due to special efforts for the fund. The subscription KK100 plans an annual fee of 120€ and gets valuable with receipt of payment of the fee for the actual calendar year. The lending fee is 50% of the normal lending fee. Reservations are free to an appropriate extent.

The **Cooperation** is offered to users, that ensure us that the costumes are treated and cared for appropriately. The Cooperation allows to use the fund for the work process and as a professional working space during the work process until the last performance. A fixed rate arranged in relation to concept, period of rehearsal and costume design or in relation to the expectable effort for the fund management. For an average use the charge are between 20€ - 100€ per costume/figure. Fix parts of the cooperation conditions are:

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- a) return of the costumes, washed and ironed as far as possible.
- b) mentioning in publications as cooperation partner or supporter for both sides.
- c) handing in of pictures or texts, posters and flyers for announcements and documentation.

The **scholarship** is announced two times a year with closing date for applications. Usage of the fund for research, fitting and lending is offered to scholars to an extremely low price. The minimum fee is 1,20€ per costume/lending period. The scholarship does not include any payments, artistic or technical help from the members or fund managers.

Fix parts of the scholarship conditions are:

- a) return of the costumes, washed and ironed as far as possible
- b) mentioning of Kostümkollektiv as a supporter in all publications, possibly with a web-link
- c) handing-in of pictures or texts in digital form and in print

The application for the scholarship should include a short, formal expression of interest with information on project including data, location of performance and concept of costume design. If more information is needed, don't hesitate to contact us under stipendium@kostuemkollektiv.de. We will clear more concrete questions within the mail exchange. We can only consider applications received before the closing date.

Projects of Kostümkollektiv e.V.

The Kostümkollektiv uses its fund for projects of continuing learning, cultural and aesthetic education and presentations. Fee for usage and other benefits of the fund have to be calculated according to the terms of use. This applies to grant application by the association, to grant application of other institutions with the association as a cooperation partner as well as to preparation of offers.

Directors of workshops who use the fund for free by order of the association are allowed to do this provided that the usage of the fund causes no extra work to others.

3. Fitting in the fund and fund research

3.1 One fitting room is provided regularly. A second fitting room can be arranged as required. Photographing is allowed if the fitting is used to make a selection of costumes of the fund (see 3.4).

3.2 For a fitting of a bigger extent it is required to choose the costumes in advance and to make a fitting appointment.

3.3 Advice from the fund management which exceeds normal orientation help in time and content, requires an extra reward.

3.4 If a fitting is not aimed at lending costumes but at experiencing dressing up and at taking photos with the costumes, the regular price is 10€-12€ per person for two hours within the opening hours of the fund. This kind of use is also possible for small groups with an appointment.

3.5 If the user or a person acting by order of the users causes any damage in the fund, the user is responsible.

4. Lending conditions

4.1 General information on lending and lending contract

4.1.1 Lending is only possible with a lending contract and if deposit is provided (as an exception a letter of comfort by the contracting institution in written form is possible).

4.1.1.a The lending contract requires the presentation of the ID and for users not registered in Berlin the copy of an identity proof.

4.1.1.b Fix parts of the lending contract are: data about person, official adress, contact details, information on the production, performance dates, amount of deposit and lending list.

4.1.1.c The contract gets valuable with signing of the borrower and a fund manager. With signing the borrower agrees to the terms of use.

4.1.2 The borrower is only allowed to use the costumes according to the conditions mentioned in article 1.

4.1.3 The costumes stay in possession of Kostümkollektiv at any rate.

4.1.4 Generally, the costumes are lent cleanly. In case of easily washable clothes we wish to get them back cleaned. Chemical cleaning and cleaning that requires professional competence is taken by the Kostümkollektiv. If cleansing of clothes causes effort we reserve to demand an expense allowance from the borrower.

4.1.5 Orientation help in the fund, short advice and short fitting assistance is of course for

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free. If detailed advice and fittings as well as extensive calculations and previous lending lists are required we calculate this separately.

4.2 Assumption of liability of users and borrowers

4.2.1 The responsibility for a costume lies by the user from the point of time of the fitting. The borrower is liable for the costumes with his name and for the damage caused by himself or by persons acting by his order.

4.2.2 Deposit (generally in cash) of 25% of the replacement cost is the prerequisite for lending. The amount of the deposit lies above the simple lending value and has to be determined in the concrete case. Deposit is given back against return of costumes without damage or loss and against receipt of lending fee.

4.2.3 Lost or unusable given back costumes have to be replaced by comparable things by the borrower. The comparability of clothes has to be resolved with the fund management. The fund management reserves its right to claim further damage.

4.2.4 If comparable replacement by the borrower is not possible he has to pay the price required to buy something comparable. For costumes that are not possible to purchase, the borrower has to cover the price that is needed for manufacturing.

4.2.5 At any case of loss of costumes a lump-sum operating cost of 50% of the value, at minimum of 20€, is required. The deposit is kept until complete clarification.

4.2.6 Modification of costumes is only allowed under permission of the fund management.

4.2.7 The borrower has to inform the fund management about possibly conducted modifications, damages (also previous) at return.

4.3. Fees calculation/lending period

4.3.1 A simple lending period per lending fee and piece lasts 14 days (2 weeks). Lending is also possible for a longer period of time consisting of lending periods of 2 weeks. If a distinctive longer lending period is desired it has to be mentioned at lending. To avoid complications with previous reservations and to make a calculation.

4.3.2 For a lending demand longer than 2 weeks reduction is given as follows:

3-4 weeks: 20%, 5-6 weeks: 30%, 7-10 weeks: 40%, 11 weeks and more: 50% of the summarized lending period à 2 weeks. This is only possible for agreement made at the point of lending or for extension of lending period before the first return date.

4.3.3 In case of delay of return and after a 3-day-lending period a further lending period is charged and a clearance of the return date is required.

4.3.4 The lending period starts with the moment the costumes are registered as „lent“ in our catalogue and ends with the changing into „in the fund“. Thus rules are as follows: Only at return to an authorized assistant of the fund the costume is considered as given back.

4.3.5 Fitting reduction is only given for unused, returned within 3 days costumes and professional usage according to purpose of the association. Commercial usage and usage for film, photo or for private are excluded from that reduction. The fitting fee is 25% of the normal lending fee, but at minimum 1,20€.

4.3.6 Reservations are possible for a payment at the amount of 25% of the normal lending fee, but at minimum 1,20€ per costume piece. Subscribers are allowed to do reservations for free, if the amount of reservations is not restrictive for the work process.

4.3.7 An existing subscription has to be named at lending and checked by the fund management or recently concluded if needed.

4.3.8 Costume-donor-bonus-owners receive 30% to the point where the sum of reductions has reached the complete sum of the bonus.

4.4 Payment and clearance

4.4.1 The clearance of the lending fee and return of deposit is only possible with complete return of all costumes of a lending process.

4.4.2 The payment should occur directly in cash or within 14 days after invoicing. If the user wants to pay the bill via bank transfer we reserve to keep the deposit until receipt of payment.

4.4.3 If the borrower comes in arrear with the payment he owes interest for default at the amount of 5%. The borrower stays responsible to pay the lending fee for the complete lending period until return of all costumes.

4.4.4 It is possible to buy a voucher (e.g. as a present).

4.4.5 If offset of vouchers (donator vouchers or purchased vouchers) is requested it has to be mentioned before invoicing.

5. Costume donations

5.1 Endowment contributor

In general we refuse contributors, who are no supporters or users of the fund as well. An agreement covering the following point is arranged:

5.1.1 Endowment contributors are liable to pay a calendar year fee as a subscriber KK30 for the period of contribution and they therefore profit from the fund. If he, however, want to refrain from this liability within the period of contribution without dissolving the agreement and stay owner of the costumes we reserve to request financial compensation for our efforts. This efforts includes care, cleaning, repairs and insurance.

5.1.2 The contribution lasts for 5 years at least. The costumes stay property of the contributor until joint dissolving of the concluded agreement. Kostümkollektiv can refuse contributions and return them at any time. The costumes are catalogued under the name of the contributor The contributor presents a heir in case he can not supervise his property anymore. He is responsible for informing the fundus management regarding his actual contact data. If it is not possible to contact the endowment contributor with the stated data the fund management refers to the heir. If the heir himself can not be contacted by normal basis the agreement becomes invalid and the contribution becomes the property of the Kostümkollektiv.

5.1.3 The contributor assures that there are no copyrights for the costumes.

5.1.4 The costumes fiducial supervised by the Kostümkollektiv are looked after appropriately of material and value. The costumes are stored cleanly and checked for pest infestation regularly. Damage not caused by Kostümkollektiv e.g. by fire, tap water or break-in are declared as insured by the Kostümkollektiv by the contents insurance. If damage or loss is caused by the borrower he is liable.

5.1.5 Damages by wearing, age or traces of use can not be excluded. The Kostümkollektiv is not insured on traces of work, pest infestation and theft and does not assume liability.

5.2 Donations

5.2.1 Donations becomes the property of Kostümkollektiv.

5.2.2 The donator assures that there are no copyrights for costumes and that he is authorized to do donations as an owner.

5.2.3 As a reward for donation we offer an subscription KK30 (see 2.1 subscription KK30) to the donator or issue a voucher and hold it for possible lending. Costume-donator-bonus-owners receive 30% to the point where the sum of reductions has reached the complete sum of the bonus. The sum of the voucher is generated by the calculated lending value of the donated costumes. Therefore it is required to decide if a voucher or a subscription KK30 is desired at the handover of costumes. A later on change is not possible.

(Status:6.07.2014)

The fund management and the directorate of Kostümkollektiv e.V.

Place of execution and place of venue is Berlin.