

# USAGE CONDITIONS FOR THE COSTUME STOCK OF KOSTÜMKOLLEKTIV e.V.

(Version as of April 30, 2018)

## 1. GENERAL INFORMATION

For our costume stock, we collect costumes from productions that are no longer being performed and make them available for others to use. The costume items include industrially produced clothing, one-of-a-kind items as well as historic originals. The costume stock is available for fittings, rental, research and inspiration for independent artists, students as well as aesthetic and cultural education projects. Within our association, the costume stock is available for artistic and cultural projects, presentations and educational projects. It is not possible to use our costume stock for commercially oriented projects, that is, projects that are primarily profit-driven, or for private use. The costume stock is also not available to borrowers who are minors or to former borrowers who have failed to comply with the usage conditions. The operation of the costume stock is partially funded by Berlin's Senate Department for Culture and Europe. Any income, such as rental fees, is reincorporated within the budget as we only receive partial funding that does not fully cover our costs.

### Here are some brief answers to a number of frequently asked questions:

- In order to borrow from our costume stock, you will need to provide: a cash deposit (you can ask about the amount via telephone), proof of identity (possibly your proof of residency in Berlin) and the respective sizes of those who will be wearing the costumes.
- The following is helpful for research and fittings: sizes, examples and possibly other costume pieces.
- Here are some references to help you plan the timing of your visit: for finding costume pieces and trying them, plan for 10 - 60 minutes per character/performer and plan for 5 - 30 minutes for rentals and returns and settlement.
- Rental periods: 2 - 100 weeks. The two-week rental period is the average time required for independent performing arts projects; please note that the rental fee is not reduced by returning items early. Please see item 2 for more detailed information.
- Sales: Maintaining a costume stock means collecting and storing items that are of interest for costume design. We only sell items that are not of interest in this sense and thus unsuitable as a permanent part of the costume stock.
- Advisement: we are happy to help as much as possible if you have any questions as well as with your search for costume pieces.

## 2. POSSIBLE USES

**Normal usage:** Users pay 100% of the rental fee unless they have a voucher for reduced fees (see 5.2.).

**Usage KK30** is available for members. It is nontransferable and is valid for one calendar year (January 1 - December 31) upon the receipt of payment for the annual contribution in the minimum amount as determined at the general meeting of our association (currently € 35). The rental fees for KK30 users amount to 70% of the rental fee. Reservations can be made free of charge as long as they are reasonable and not so extensive that they prevent our normal operation.

The **cooperation** allows costume designers to use the costume stock during the rehearsal process as a professional workspace through the final performance. A flat fee will be negotiated dependent upon the concept, duration of the rehearsal period and costume design and/or the amount of work expected. The flat fee for an average use is generally between 20 € and 100 € per costume/character. Separate agreements are made for each project and offered to users who agree to use and care for the costume pieces safely in accordance with their various materials. A part of the agreement concerns mutual naming of the parties in publications and to provide images and text materials, posters and flyers of the project for publication and documentation by the administrators of the costume stock.

The **grants** are announced with application deadlines dependent upon the capacities of the administrators of the costume stock. Grantees are able to use the costume stock with especially low fees. The grants do not include any cash payments or any artistic or craftsperson services. A part of this is the agreement to mutually name both parties in publications and to provide images and text materials, posters and flyers of the project for publication and documentation by the administration of the costume stock. A grant application begins with a short, informal statement of interest that provides the most important information about the project (dates, performance venue and costume concept). We can only consider applications that arrive by the published application date. Specific questions are clarified over the course of email correspondence. The selection of grantees is made by members of the association.

**The costume stock is available for projects of Kostümkollektiv e.V.** for educational purposes or presentations. Fees for usage or other services must be correspondingly and reasonably calculated according to the usage conditions for funding applications and offers. Project managers who are able to use the costume stock free of charge on behalf of the association can do so as long as this does not result in any additional work for the administrators of the costume stock.

**Special agreements** are possible ... see next page

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**Special agreements** are possible in the event of long-term needs that are not compatible with the usage conditions but still meet the goals of the association. Under certain circumstances, special agreements may require the consent of the general meeting of the association or the management board of the association.

## **3. FITTINGS IN THE COSTUME STOCK AND RESEARCH IN THE STOCK**

- 3.1 Two regular mirrors are available for fittings. Photography is allowed as long as the photo documentation serves the selection of costumes for use.
- 3.2 In the event of longer fitting sessions (e.g. more than 5 costume pieces), we recommend selecting the costume pieces in advance and making an appointment for the fitting.
- 3.3 Advice that goes beyond simple orientation in terms of time and content is not free of charge; the same applies to extensive calculations and lists with previews of costume pieces.
- 3.4 If the user or persons acting on their behalf cause damages during research and fittings, they are liable for such damages.

## **4. RENTAL CONDITIONS**

### **4.1. Rental Process/Rental Agreements/Care**

- 4.1.1 Rentals are only possible with a rental agreement and the payment of a deposit corresponding to the value of the costume pieces as well as the presentation of a personal ID or registration certificate. Rental agreements must include the name of the renter, registered address and contact information as well as information about the project, the amount of the deposit and the list of costume pieces. By signing the rental agreement, the renter declares their consent to the usage conditions and agrees to use the costumes primarily for artistic purposes and not for profit-oriented projects. Agreements enter into force upon being signed by the renter and the administrators of the costume stock on behalf of Kostümkollektiv.
- 4.1.2 By providing their data, the renter consents to it being stored in the database of the costume stock administration and with its use for communication purposes in conjunction with the rental and return.
- 4.1.3 The costume pieces remain the property of Kostümkollektiv and may not be further rented or loaned to third parties by the renter. They may only be used in the context stated in the rental agreement.
- 4.1.4 The costume pieces are generally rented out in a clean condition. When working with washable items, we request that costume pieces be returned clean and washed. Kostümkollektiv will handle dry cleaning as well as cleaning that requires special competencies. It is possible for the administrators of the costume stock to request compensation in the event that costume pieces are soiled in a manner that makes them especially difficult to clean. The renters must inform the administrators of any soiling when returning the costume pieces.

### **4.2. Assumption of Liability by the User and Renter/Deposit/Damages/Loss**

- 4.2.1 The user is responsible for the costume piece(s) from the moment that they try on a costume piece or arrange for it to be tried on. The renter is liable for costume pieces in the event of damages or loss. It is recommended that the project take this into account and arrange some kind of insurance.
- 4.2.2. The deposit (generally provided in cash) in the amount of at least 70% of the replacement value is required for all rentals. The amount of the deposit is greater than the expected rental fee. It will be paid back upon the proper return of all rented costume pieces and the payment of the rental fee. The deposit will be repaid in the same manner as it was provided.
- 4.2.3 If they have the required professional skills, damages to the costume pieces can be repaired by the user. We do request that this be discussed with us prior to conducting the repair work.
- 4.2.4 Lost or destroyed costume pieces are to be replaced by comparable pieces.  
The comparability of the replacement must be discussed with the administrators of the costume stock. In all cases, an administrative fee of 50% of the value, and at least 20 € per lost item, will be charged. The deposit will be retained until all issues are completely clarified. If the user is unable to provide a comparable replacement, the price necessary to replace the costume piece must be paid.
- 4.2.5 Changes to the rented costumes are only possible with the approval of the administrators of the costume stock. When returning the costume pieces, the user must provide information regarding all changes and damages (including existing damage not caused by the user).

### **4.3. Rental Duration/Fees/Voucher/Rebate**

- 4.3.1 The base time unit per costume piece and rental fee amounts to 14 calendar days (2 weeks). Rental is possible over multiple time units (i.e. in 2-week increments). The planned rental duration is to be stated during the rental.
- 4.3.2 A long-term rebate will be provided based on the rental period determined during the rental or in the event of an extension approved by the administrators of the costume stock before the expiration of the return date. The total sum will be reduced by a percentage: for 2 time units (4 weeks): 20%, 3 time units (6 weeks): 30%, 4-5 time units (8-10 weeks): 40 % and as of 6 time units (12 weeks): 50%.

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- 4.3.3 Following a grace period of three days after the return date, an additional rental time unit will be charged and the new return date must be coordinated. If this coordination is not possible, the administrators of the costume stock reserve the right to request compensation for damages.
- 4.3.4 The rental period begins with the entry of the costume piece(s) as "rented" in the catalog and ends with the change of the entry to "in stock".
- 4.3.5 The rental fee shall be charged upon the return of the respective costume piece. If all costume pieces within a rental are not returned at the same time, the deposit provided for the rental will be retained until all costume pieces have been returned.
- 4.3.6 A fitting rebate will be provided in the event of costume pieces that have clearly not been used within 3 days of the rental. The fitting fee amounts to 25% of the base rental fee and at least € 1.20. The fitting rebate will not be provided to professional film, video and photography projects.
- 4.3.6 Reservations are subject to charge for normal users (25% of the base rental fee, at least € 1.20 per costume piece). KK30 users can reserve pieces free of charge as long as the number of pieces reserved does not restrict normal operations.
- 4.3.7 An existing KK30 discount must be stated before the beginning of the rental process and checked by the administrators of the costume stock.

**4.4 Payment/Delays in Payment or Return**

- 4.4.1 Payment must be provided within 14 days of invoicing. If the renter wishes to pay the invoice via bank transfer, the deposit shall be retained until payment is received.
- 4.4.2 If the renter is late in the payment of a fee or invoice payment, e.g. for costume replacement or compensation for expenses, they will receive a payment reminder via email. If the sum remains unpaid, the administrators of the costume stock are authorized to threaten a dunning procedure by declaring a deadline for payment or return via registered post and to charge the renter € 5. If no payment or return takes place after the second request, the dunning procedure shall begin. With the beginning of the legal dunning procedure, dunning fees will be charged that are to be borne to the full extent by the renter and are dependent upon the full amount due.
- 4.4.3 If additional research is required to determine the address and name of the renter, the efforts for this will also be fully billed to the renter, in the amount of at least € 10.
- 4.4.4 Costume donation vouchers (see 5.2.3) provide a 30% reduction of the rental fee until the amount of the discount has reached the value the voucher. A voucher must be presented and taken into account before invoicing.

**5. ACCEPTANCE OF COSTUMES**

- 5.1 The permanent loan of costume pieces** amounts to a period of at least 5 years. The costume pieces remain the property of the lender until the consensual dissolution of the agreement. They will be cataloged under the name of the person providing them. The lender assures that the costumes lent are not subject to any rights of third parties.
  - 5.1.1 Permanent lenders are asked to become members for the duration of the loan. If they, however, wish to distance themselves from the obligation of paying the annual fee over the course of the permanent loan without dissolving the agreement, a financial compensation for the work conducted may be charged in the event of a return of the costume piece(s). This work includes care, storage, cleaning, repair and insurance.
  - 5.1.2 An agreement will be made that contains the following: the lender determines an inheritor in the event that they can no longer manage their property. They must insure that their contact information is up-to-date at all times. If the person providing the permanent loan can no longer be contacted using the information provided, the administrators of the costume stock will contact the inheritor. If this person cannot be located using normal means that are free of charge, the agreement shall become invalid and the permanent loan will become the property of Kostümkollektiv.
  - 5.1.3 Permanent loans entrusted to and managed by Kostümkollektiv will be treated and used carefully in accordance with the needs of the respective material and value. The costume pieces will be stored cleanly and checked regularly for pest infestations. Damages to permanent loans caused by fire, water and burglary are covered by Kostümkollektiv's insurance. Damages caused by wear and age as well as signs of usage cannot be ruled out. Kostümkollektiv assumes no liability in the event of handling damage, pest infestation or theft.
- 5.2. Costume pieces can become the property of the association and part of the costume stock through costume donations.**
  - 5.2.1 Donors assure that there are no copyrights associated with the costume pieces and that they are, as the owner, authorized to donate the piece(s) in question.
  - 5.2.2 Donors are provided with a voucher that allows them to rent costume pieces at a discount. The value of the voucher is determined based on the rental value of the costume piece(s) donated. This means that when donating costume piece(s), it should be decided at that time whether a voucher is desired. See item 4.4.4 for redeeming a voucher.

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**6 SALES OF THE COSTUME STOCK**

The association is entitled to sell simple clothing or costume pieces it has multiple versions of that are not suitable for storing as part of the costume stock in order to partially cover costs that cannot be covered by funding. This, however, is only possible according to the discretion of the administrators of the costume stock. Only those pieces may be sold that have either never been cataloged or those which have been in the catalog for 3 years and have never been rented.

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Geschäftsführung des Fundus im Auftrag des Kostümkollektiv e.V.

(Management of the costume stock on behalf of Kostümkollektiv e.V.)

The place of fulfilment and place of jurisdiction is Berlin.