

## COSTUME COMMISSION CONTRACT

This Contract ("Contract"), entered this \_\_\_\_\_, between Three Bay Barn, LLC. ("TBB") and \_\_\_\_\_ ("Client"), shall govern the respective rights of TBB and Client with respect to the costume described herein.

### **I. Scope of Work Commissioned**

TBB and Client expressly agree that the costume to be created by TBB pursuant to Client's research (appendix A) and measurements (appendix B) shall be limited to, unless modified in a writing signed by both parties, the following costume, hereafter known as "the Costume":

- 1 complete, functional, and wearable costume built to the Client's measurements.

TBB agrees that the Costume shall be of first class quality, artistically produced, technically correct and of a quality and materials that allow for the translation of 2 dimensional representation to that of a 3 dimensional costume.

### **II. Deadlines and Completion**

Upon receipt of Client's specifications pursuant to Section I, which Client agrees are true and complete at the time of execution of this Contract, TBB agrees to complete the Costume upon the following schedule:

- (120) days following the signature of this Contract, and immediately upon receipt of final payment for the delivery of the Costume.

### **III. Rights Transferred**

TBB and Client agree that the following rights shall be transferred from TBB to Client upon receipt of full payment.

TBB agrees to the perpetual non-exclusive license of all rights (including, but not limited to, the right to display, modify, transmit, transfer, sell, and create derivative works) to Costume to Client, excluding only the right to authorship credit, which is retained by TBB.

### **IV. Compensation**

The Client shall pay TBB a total flat fee of \_\_\_\_\_ USD as total compensation for the project described above. Payment shall be made as follows:

- 50% upon the signature of this Contract as a non-refundable deposit.
- 50% within (15) days of final invoice and prior to final delivery.

Additional fees will be charged for revisions that are not due to any fault on the part of the TBB made after (5) minor changes, and for revisions reflecting a new direction to the assignment, or new conceptual input.

Any measurements, not taken as instructed by TBB or using the measurement form (appendix B) provided by TBB, may result in an ill-fitting/functioning Costume that may require alteration. Any such alteration will be made at the discretion of TBB and are subject to additional fees.

## **VI. Delivery and Shipping**

Client shall pay all shipping and handling costs, including but not limited to packaging, crating, customs fees, and insurance, of the finished Costume from TBB's studio, located in Clintondale, NY, 12515, USA, to the Client's chosen address. All international shipments will be shipped as "Merchandise," with their actual value noted on all customs forms and documents. TBB will bill the Client under separate invoice for all shipping and handling costs.

Should the Client choose to arrange their own shipping, the Client will provide TBB with all customs and shipping documents, along with proof of payment to their chosen carrier, prior to TBB's release of the finished Costume. Any incomplete or unfurnished documents may result in the delay of the shipment of the finished costume and will not be the responsibility of TBB.

The finished Costume will not be shipped until all payments for the costume and all shipping and handling payments have been made in full.

## **VI. Termination/Kill Fee**

Client may terminate this Contract at any time by sending written notice thereof to TBB at the address provided herein. Upon such termination, Client agrees to compensate TBB, within 5 days, as follows:

(1) Commencement of the Construction. If TBB has begun the construction of the Costume, including any patterning, draping or mocking-up of the Costume, Client agrees to compensate TBB at fifteen percent (15%) of the total compensation as an addition to the initial (50%) non-refundable down payment. If this Contract is terminated by Client after the Commencement of the Construction by TBB, TBB shall retain ownership of all rights of copyright and the original costume, including but not limited to completed costume, sketches, and comps.

(2) Completion of Construction. If TBB has completed the construction of the Costume at the time of cancellation, Client agrees to compensate TBB in full as otherwise provided in this Contract.

## **VII. Non-Payment; Remedies**

Any delinquent payments due TBB from Client shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Contract is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate five percent (5%) per month. Client agrees that it shall bear responsibility for any fees incurred by TBB in enforcing this Contract, including but not limited to attorneys' fees and court costs.

## **VIII. TBB's Right to Authorship Credit**

TBB may use photographic representation of the Costume in TBB's portfolio (including, but not limited to, any website that displays TBB's works). When asked, Client must properly identify

TBB as the creator of the Costume. Client does not have a proactive duty to display TBB's name together with the Costume, but Client may not seek to mislead others that the Costume was created by anyone other than TBB.

#### **IX. Severability; Integration**

Client and TBB agree that this Contract shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire Contract between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Contract shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Contract, which shall remain in full force and effect.

#### **X. Unauthorized Use by Client; Indemnity**

Client agrees to indemnify TBB against any and all claims and expenses, including but not limited to attorneys' fees and costs, incurred as a result of Client's unauthorized use of the Costume under this Contract, including the enforcement of this Contract by TBB.

#### **XI. Warranty of Originality**

Client represents and warrants to TBB that, to the best of Client's knowledge and belief, Client's commissioning of TBB to construct the Costume does not infringe upon the rights of any other person or entity. Client agrees that it shall hold TBB harmless for any claim or liability caused by Client's use of the Costume to the extent such use infringes upon the rights of any other person or entity.

TBB represents and warrants to Client that, to the best of TBB's knowledge and belief, the Costume assigned by this Contract is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Costume by Client which may infringe upon the rights of any other person or entity.

#### **XII. Release of Liability**

Client agrees that it shall not hold TBB or any agent thereof liable for any damages arising from TBB's failure to complete the Work in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of TBB or of any third party.

Furthermore, Client agrees that it shall not hold TBB or any agent thereof liable for any personal injury, physical or otherwise, to the Client, or any third party; or any property damages to any other person or entity, cause by the Client's wearing or display of the Costume.

\_\_\_\_\_  
Client Signature                      Date

\_\_\_\_\_  
Aaron Keppel                      Date

\_\_\_\_\_  
Print Name

Aaron Keppel, Owner  
Three Bay Barn, LLC.