



NEIGHBORHOOD SERVICES

MOVIE NIGHT IN A BOX

Equipment Use Terms and Conditions Agreement

("Resident") understand and agree to the following terms and conditions for use of equipment identified below ("Equipment"):

1. Age: Resident affirms that Resident is 18 years of age or older.
2. Purpose for Equipment Use: The City of Centennial ("City") allows use of the Equipment in support of its neighborhood services program, allowing use to encourage gatherings of neighbors. Therefore, Resident affirms and agrees to use the Equipment at an event at which Resident has invited his/her neighbors to join to view an outdoor movie together ("Event").
3. Deposit Required: Resident agrees to pay a deposit of ___ for the use of the Equipment. Resident understands that the City will return the deposit to the resident provided the Resident returns the Equipment to the City as required in Paragraph 12 of these Terms and Conditions.
4. Safety/Operation Instructions: Resident shall be in charge of Equipment operation and is fully responsible for operation and care after receiving the Equipment. Resident agrees to follow all provided Equipment use instructions and operate Equipment safely AT ALL TIMES. Resident further agrees not to operate any electrical Equipment near water or during wet weather.
5. Setup/Location: Resident agrees to follow the Equipment setup guide. Equipment must be set up on private property and not on City right-of-way. Resident is solely responsible for obtaining any necessary permission or authority for the use of the real property on which the Event occurs.
6. Care of Equipment: Resident shall be responsible for all damage to Equipment not caused by ordinary wear and tear. "Ordinary wear and tear," shall mean only normal deterioration of the Equipment caused by ordinary, reasonable and proper use. On the equipment return date, Resident agrees to pay to the City an amount equal to the replacement value of any Equipment lost or damaged whether due to theft, vandalism, fire or any act which may damage or destroy the equipment.
7. Preparation of Site: Resident shall make sure sprinklers within the area of the event at which the Equipment will be used are turned off at least 8 hours before Equipment set-up. Resident shall make sure there is sufficient electricity within at least 100 feet of the Equipment.

8. Equipment Problems: The City does not guarantee that all Equipment is working at the time of the Event. Resident is encouraged to test Equipment functionality prior to Event start. Should any Equipment develop a problem or not function correctly at any time, Resident agrees to immediately cease use of that Equipment. Resident shall report any Equipment problems immediately to the City via email at rthompson@centennialco.gov The City will respond during normal City business hours.
9. Types of Movies/Neighborhood Etiquette: The City recommends family-friendly movies. Use of the equipment does not confer any waiver of City noise or use regulations or standards.
10. Copyright and Indemnification for Copyright Violations: The City is not lending or displaying any copyrighted material. Resident understands that display of copyrighted films in public requires a license and Resident is solely responsible for ensuring such license has been obtained if required. The City is not responsible for any copyright violations and Resident shall indemnify and hold the City harmless for any claims asserting violation of any copyright laws at the Event.
11. Waiver of Liability –Resident agrees to hold the City harmless and indemnify the City against any claims, damages, costs or judgments brought by Resident or any other person, including court costs, attorney fees, and other related costs, as a result of use of the Equipment or holding of the Event. Resident agrees that Resident shall have in place a policy of insurance that covers any liability that results from this agreement.
12. Return of Equipment: Resident agrees to return the Equipment to the City of Centennial Civic Center (13133 E. Arapahoe Rd.) by 5:00pm on the first business day after the reservation date. Resident agrees to return the Equipment in good working condition. If Resident fails to return the Equipment to the City, Resident shall be responsible for paying \$1,000 to the City within thirty (30) days of the agreed upon return date.