

Use Agreement for the Movie Kit Program

This Agreement is made this _____ day of _____, 2022, by and between the City of Aurora, Colorado, hereinafter referred to as the City and _____, hereinafter referred to as the Grantee. The City and the Grantee, for the consideration set forth in this Use Agreement, agree as follows:

In consideration of the covenants and agreements in this Use Agreement, and other valuable consideration, the City and Grantee agree to the following:

1. **Movie Kit Equipment.** The City, without warranting title or interest, grants Grantee a license for the use of the City's Movie Kit equipment for use by the Grantee. The Movie Kit equipment consists of:

- A movie screen;
- A movie projector;
- A Blu-Ray/DCD player;
- A sound system and microphone; and
- All relevant extension cords and cables.

Movies are not provided by the City as part of the Movie Kit equipment. Grantee must provide their own movie. In granting this license the City retains ownership of the Movie Kit equipment. After completion of the event, the Grantee shall leave the Movie Kit equipment in the same or similar condition as when received from the City.

2. **Term.** This Use Agreement shall begin when Grantee signs this Use Agreement and this Use Agreement terminates on _____, 2022. Grantee agrees to return the Movie Kit equipment without further demand from the City on or before the termination date of this Use Agreement.

3. **"As Is" Condition.** The City does not make any representations, warranties, or guarantees about the Movie Kit equipment, including any implied or actual warranties of merchantability and or warranties of fitness for any purpose. By signing this Use Agreement Grantee accepts the Movie Kit equipment in an "as is" condition. Grantee agrees to be responsible for the costs for any and all repairs for any damage or replacement of equipment while it is in Grantee's possession.

4. **Grantee's responsibilities.** Grantee agrees to:

- Be the party host or organizer of the event;
- Be enrolled with the Community Engagement Division;
- Be responsible for the Movie Kit equipment and all of its contents from the time the equipment is picked up to the time the equipment is returned;
- Clean the Movie Equipment before it is returned;
- Use the Movie Kit program for free neighborhood events or block parties;
- Not discriminate regarding who may attend the event;
- Not charge anyone to attend the event;
- Store Movie Kit equipment in a secure location when not in use; and
- Not use the Movie Kit equipment for any purpose that is not consistent with this Use Agreement

5. **Assumption of Risk.** Grantee understand that there are possible risks of injuries that may result from the possession, use, or misuse of the Movie Kit equipment, including the risk of injury, disability, death, loss of use, or damage to property. Grantee understands and agrees Grantee assumes full responsibility for all known and

unknown risks arising directly or indirectly from the possession, use, or misuse of the Movie Kit equipment, regardless of the cause. Grantee agrees to supervise and be responsible for all individuals and families who may be allowed to use the Movie Kit equipment and advise them they too assume their own risks for using the equipment.

6. Waiver and Release. Grantee understands and agrees to waive and release any and all claims, known or unknown, against the City, its elected officials, officers, employees, and agents with respect to any and all injuries, disabilities, death, loss of use, and damage to property that may result from possession, use or misuse of the Movie Kit equipment, regardless of the cause and even if caused by negligence, whether passive or active. Grantee agrees the City will not be responsible for any claim or cause of action based upon the negligent, fraudulent, dishonest or other wrongful acts or omissions of the Grantee in the Grantee's use of the Movie Kit equipment. Grantee agrees the City, its elected officials, officers, employees, and agents, shall not be liable to third parties for any act or omission of the Grantee. By signing below Grantee agrees Grantee will not sue the City on the basis of these waived and released claims.

7. Indemnification. The Grantee agrees to indemnify, save, hold harmless, and defend the City, its elected officials, officers, employees, and agents against any and all known and unknown claims and causes of actions, damages, liability, and court awards including costs, expenses, and attorney fees to which it may be subjected by reason of any action or omission of the Grantee, his/her agents or employees, subcontractors or assignees. The Grantee agrees and acknowledges the City is not responsible for the loss or damage of any item belonging to the Grantee or individuals involved in the Grantee's use of the Movie Kit equipment.

8. Compliance with Laws. The Grantee, at all times, agrees to observe all Federal, State and Local laws, all Ordinances and Charter provisions of the City, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services to be performed under this Use Agreement. This Use Agreement shall be governed by the laws of the State of Colorado. Each party submits to the exclusive jurisdiction of the courts of the State of Colorado. Any suit between the parties arising under this Use Agreement shall be brought only in a court of competent jurisdiction. Grantee is responsible for complying with all copyright laws to the use of a movie to be displayed using the Movie Kit equipment.

By signing below, I, the Grantee, acknowledge I have read and understand the terms of this Use Agreement. I understand that this Use Agreement covers every item of the Movie Kit equipment and its use. I UNDERSTAND AND AGREE THAT BY SIGNING BELOW THIS USE AGREEMENT IS A COMPLETE RELEASE OF LIABILITY OF THE CITY OF AURORA, COLORADO, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS.

_____, 20____
Date

Signature of Grantee

Grantee's address

Grantee's contact information