



Movie-in-a-Box Application and Agreement

Movie-in-a-Box Use*

I hereby acknowledge the following: The Movie-in-a-Box is specifically meant for community building events hosted by a formerly recognized City of Gastonia Recognized Community. Such events are not City of Gastonia sponsored events, they are organized and conducted by my neighborhood group. However, in order to utilize Movie-in-a-Box, such events must be open to all members of my Recognized Community. Utilizing the Movie-in-a-Box equipment for private events, including, but not limited to, birthday parties and graduation parties is strictly prohibited. Failure to respect the intended purpose of the Movie-in-a-Box program may result in my neighborhood group's loss of our ability to reserve and utilize the Movie-in-a-Box program for two years.

Primary Contact

Primary First and Last Name: _____

Primary Email Address: _____

Primary Phone Number: _____

Primary Address: _____

Preferred Method of Contact (E-mail or phone): _____

Secondary Contact

Secondary First and Last Name: _____

Secondary Email Address: _____

Secondary Phone Number: _____

Name of Recognized Community: _____

Event Start Date and Time: _____

Event End Date and Time: _____

How did you hear about the Movie-in-a-Box Program?

- City and/or A.C.E. Program Newsletter
- City and/or A.C.E. Program Website
- City Social Media (Facebook, Instagram, Twitter, etc.)
- Flyer at City Event
- Word of Mouth
- Other: _____

The purpose of the Movie-in-a-Box program is to help with community building within neighborhoods. By using the Movie-in-a-Box Program, what do you hope to accomplish? (check all that apply)

- Connect with Neighbors
- Identify Volunteers
- Find residents interested in starting/working with a neighborhood group
- Use it for annual community meeting/membership drive
- Capacity building – developing and strengthening skills, abilities, processes and resources
- Build connections with the City
- Other: _____

Waiver, Release and Indemnity Agreement

I, the undersigned, am 18 years or older. I acknowledge receipt of the City equipment, rules, and regulations and shall be responsible for the equipment during the entire period the equipment is in my possession. For the privilege of utilizing the City of Gastonia’s (“City”) Movie-in-a-Box equipment, accessories and other property during the reservation period, I hereby voluntarily execute this Waiver, Release and Indemnity Agreement (the “Agreement”).

By requesting use of the Movie-in-a-Box equipment, I agree to assume responsibility to receive Movie-in-a-Box equipment upon delivery and return Movie-in-a-Box equipment to the City at the designated time. Upon delivery of the Movie-in-a-Box equipment, I agree to inspect Movie-in-a-Box equipment and report any defects or damage to the City prior to my acceptance of Movie-in-a-Box equipment for use. I further agree to return Movie-in-a-Box equipment to the City in the same condition in which it was received, save for ordinary wear and tear which may occur. I further agree to report to the City any damage to the Movie-in-a-Box equipment which occurs while it is in my possession.

By signing this Agreement I do hereby agree to assume for myself and those I permit to utilize the Movie-in-a-Box equipment the risks related to the use of the Movie-in-a-Box equipment, including but not limited to property damage and personal injury resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or myself; property damage, and personal injury to me resulting from my own activities, errors, omissions, or negligent acts; property damage and personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I agree to defend, indemnify and hold the city and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons,

that may arise out of or be occasioned by breach of any of the terms or provisions of this agreement, violation of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission or such act or omission by me or any other persons with regard to or in connection with this agreement and/or the community event associated with this agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the city, and its officers, agents, employees or separate contractors. The city does not waive any governmental immunity or other defenses available to it under North Carolina or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is further agreed that the execution of this Agreement will not constitute a waiver by the City of Gastonia of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of North Carolina. I have read the Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

Acknowledge Waiver

I hereby acknowledge Movie-in-a-Box is for community building events hosted by a formerly recognized City of Gastonia Recognized Community. Such events are not City of Gastonia sponsored events, they are organized and conducted by my neighborhood group. However, in order to utilize Movie-in-a-Box such events must be open to all residents who live in my Recognized Community. Utilizing Movie-in-a-Box for private events, including, but not limited to, birthday parties and graduation parties is strictly prohibited. Failure to respect the intended purpose of Movie-in-a-Box program may result in loss of reservation privileges.

Conditions Agreement

The undersigned (hereinafter "Resident") hereby agrees to abide by the following conditions.

1. Safety/Operation Instructions: Resident understands that the safety of others depends upon him/her providing, AT ALL TIMES, correct operation of and the use of the equipment. Resident agrees that he/she will not operate any electrical equipment near water (swimming pool(s), ponds, rivers, etc.).

2. Setup: Resident agrees to follow the provided equipment setup guide. The equipment must be set up on private property and not on City right-of-way. Movie-in-a-Box is for Recognized Community event use only.

3. Care of Equipment: Resident is responsible for any and all damage to any equipment not caused by ordinary wear and tear. "Ordinary wear and tear," shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment.

4. Preparation of site: Resident shall ensure sprinklers are turned off at least 8 hours before the equipment is setup. Make sure there is sufficient electricity within at least 100 feet of the equipment.

5. Equipment Problems: Should any equipment develop a problem or does not function correctly at any time, the resident agrees to immediately cease use of that equipment. Resident shall report any equipment problems immediately to Tyler Davis, Neighborhood Program Administrator by calling (704) 214-7401.

6. Types of Movies/Neighborhood Etiquette: The City recommends family friendly movies when operating the equipment. Please be aware that use of the equipment does not confer any waiver of City or Recognized Community noise or use standards. The City is not responsible for copyright violations. The Recognized Community should receive proper copyright licensing prior to showing and advertising the movie. If you have questions regarding licensing options you may visit www.mplc.org or <https://www.swank.com/>.

7. Return of Equipment: The resident agrees to return the equipment by the date/time indicated to the Neighborhood Services Planning Tech at the location indicated below.

8. Advertising and Responsibility for the Event: The resident agrees that resident is and/or resident's Recognized Community is solely responsible for all aspects of organizing and conducting the community event, including, but not limited to, security and safety of attendees of the event. No representations or advertising about the community event will name the City of Gastonia as a sponsor of the event or indicate the City of Gastonia is in any way responsible for the event by reason of the City's provision of the Movie-in-a-Box equipment.

Acknowledge Conditions

I, _____, as a duly authorized agent for Recognized Community understand and agree to the above conditions for use of City equipment. I understand that it is my responsibility to pick up and to return the equipment in the same condition in which I received it. I agree to take responsibility for said Equipment to be used for the Event. I understand that there will be no charge for the use of the Equipment, however, in the event that the Equipment is lost, stolen, damaged or destroyed while in my possession, I agree that I and/or my Recognized Community will cover any and all costs associated with the replacement and/or repair of the Equipment.

Signature: _____ Date: _____

Printed Name: _____

(Duly Authorized Agent)

PLEASE RETURN FORM AND DIRECT QUESTIONS TO:

Tyler Davis, Neighborhood Program Administrator
City of Gastonia, Housing and Community Engagement Department
150 S. York Street, Gastonia, NC 28052
Office: 704.866.6907
Mobile: 704.214.7401
Email: TylerD@cityofgastonia.com

Equipment Check-out Date/Time: _____

Provided By: _____
(Printed Name of City of Gastonia Representative)

Signature: _____
(Signed Name of City of Gastonia Representative)

Equipment Check-in Date/Time: _____

Provided By: _____
(Printed Name of City of Gastonia Representative)

Signature: _____
(Signed Name of City of Gastonia Representative)

Equipment Inventory:

Inflatable Movie Screen Bag Including:

- 17' Inflatable Movie Screen Frame (1x)
- 17' White Reflective Screen (1x)
- Blower
- Blower Legs (4x)
- Orange Ground Nails/Stakes (8x)
- Rubber Mallet

Projector Bag Including:

- Optoma Projector (1x)
- Projector Remote (1x)
- Projector Power Cable (1x)
- HDMI Cable (1x)

Projector Stand (separated in two parts, assembly required) (1x)

Blu-ray Player Box Including:

- Sony Blu-ray /DVD Player (1x)
- Blu-ray Player Power Cable (1x)
- Blu-ray Player Remote (1x)

ION Total PA Live Speakers (2x)

Speaker Stands (2x)

Speaker Power Cables (2x)

Microphone (1x)

Clear/Black Zipper Bag Contains:

AAA Batteries for Remote (4x)

30 ft. 3.5mm Audio Auxiliary Cable (1x)

100 ft. Orange Extension Cord (1x)

50 ft. Orange Extension Cord (1x)

25 ft. Orange Extension Cord (2x)

6-Outlet Surge Protector (1x)

4-Outlet AC Power Cord Y-Splitter (1x)

Roll of Yellow Caution Tape (1x)

Orange Traffic Cones (5x)

Please Note: The use of the Movies-in-a-Box equipment does not grant the user any rights to make use of or display copyrighted material, nor does it constitute approval of such actions. If you have questions regarding licensing options you may visit www.mplc.org or <https://www.swank.com/>