

# NEIGHBORHOOD OUTDOOR MOVIE NIGHT

## APPLICATION

The Neighborhood Outdoor Movie Program is a great way to connect with your neighbors. Bring out the blankets and popcorn, enjoy a movie under the stars and promote a deeper sense of community in your neighborhood. Choose a family-friendly movie and make some great memories!!!

### A. Borrower Information

Borrower Name (Legally Responsible Individual): \_\_\_\_\_

Neighborhood Group Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

### B. Event Date

The date of your event may already be booked; please provide us with two optional dates. Submission of application does not guarantee your preferred or alternate date. Equipment is reserved on a "first come first serve" basis.

Preferred Movie Night Date: \_\_\_\_\_

Alternate Movie Night Date(s): \_\_\_\_\_

**PLEASE NOTE:** If you want to hold your event on a Saturday or Sunday, you must reserve it for the preceding Friday as there is no staff on hand over the weekend for processing.

### C. Activity & Purpose

The Neighborhood Outdoor Movie Program is a community event created for the specific purpose of bringing neighbors and communities together to meet, relax, and enjoy a movie. The City requires that movies be suitable for all audiences, including children under the age of 13. Nothing PG-13 and above may be played on the borrowed equipment.

Movie Title: \_\_\_\_\_

Please provide a brief description of how your Movie Night will bring community together and steps that you are taking to ensure neighbors are aware of the event:

Approx. number of households that would benefit from Movie Night: \_\_\_\_\_

Location of Movie Night: \_\_\_\_\_

## D. Terms and Conditions:

1. **Setup:** equipment shall be set up on private property and not on City right-of-way. If Borrower wants to have an event in a City park, Borrower will need a Special Event Permit from Parks, Recreation & Community Services Department for further information contact Parks and Recreation at 951-826-2000.
2. **Safety/Operation Instructions:** Borrower agrees that the safety of others depends upon Borrower providing correct operation of and the use of the equipment AT ALL TIMES. Borrower further understands it is strictly prohibited that electrical equipment shall not be placed or operated near water (swimming pool(s), ponds, rivers, etc.).
3. **Training and Suitability of Use:** Borrower agrees to follow the provided equipment setup guide. Borrower shall be responsible for reading all equipment manuals so that Borrower can competently operate equipment. Borrower shall not permit others to operate equipment.
4. **Care of Equipment:** Borrower shall be 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 equipment caused by ordinary, reasonable, and proper use of equipment.
5. **Preparation of Site:** Borrower shall ensure that sprinklers are turned off at least 8 hours before equipment is set-up. Borrower shall ensure that there is sufficient electricity within at least 100 feet of equipment.
6. **Notice of Incident:** Borrower shall immediately notify Neighborhood Engagement staff in writing of any incident resulting in injury to any person(s) and/or damage to any part/piece of equipment. Should any equipment develop a problem or malfunction, at any time, Borrower agrees to immediately cease use of that equipment and report problems immediately to the Neighborhood Engagement Division (951) 826-2077.
7. **Restricted Uses:** Borrowers shall use equipment during the term hereof exclusively for the approved neighborhood activity and purpose specified above, at the location specified above, and shall not utilize equipment for any other operation or activity, at any other location.
8. **Pickup and Return:** Unless otherwise stated, Borrower assumes all responsibility for picking up and returning equipment to Neighborhood Engagement staff during business hours. Borrower shall return equipment by the date/time indicated by the Neighborhood Engagement Division.
9. **No Representation:** The City does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of equipment. The City makes no express or implied warranties and leases equipment "as is" and "with all faults."
10. **Alteration:** Borrower shall not modify or alter equipment without the prior written consent of the City.
11. **Indemnification/Hold Harmless:** The City is not responsible for any injuries or losses occurring to Borrower or to any persons using the equipment. Borrower shall indemnify the City against, and hold the City harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from equipment, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.
12. **Damage, Destruction, Theft of Equipment:** Borrower shall repair or replace any/all equipment if lost, stolen, or damaged beyond repair while in the possession of the Borrower. Borrower also understands and agrees that the lost, stolen, or damaged equipment shall be replaced within 30 days with that of like kind or capability, as determined by the City, and at the Borrower's sole expense.
13. **Material Representation:** If the City determines that the Borrower has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, this Agreement may be immediately terminated and equipment retrieved.
14. **Non-Discrimination:** In the performance of this agreement and use of equipment, Borrower shall not engage in, nor permit its officers or agents to engage in, discrimination because of race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law.

**15. Penal Code Provisions:** Borrower acknowledges the California Penal Code Section 484 which states that the intent to commit theft by fraud may be presumed if one who has leased or rented the personal property of another pursuant to a written contract fails to return the property to its owner within twenty (20) days after the owner has made a written demand following the expiration of the lease or contract. Borrower also acknowledges that Penal Code Section 484 also states that such intent may be presumed if one presents to the owner the personal property identification which bears false information for the purposes of obtaining a lease or rental agreement.

### California Penal Code Section 484

(a) Every person who shall feloniously steal, take, carry, lead, or drive away the personal property of another, or who shall fraudulently appropriate property which has been entrusted to him or her, or who shall knowingly and designedly, by any false or fraudulent representation or pretense, defraud any other person of money, labor or real or personal property, or who causes or procures others to report falsely of his or her wealth or mercantile character and by thus imposing upon any person, obtains credit and thereby fraudulently gets or obtains possession of money, or property or obtains the labor or service of another, is guilty of theft.

The signatory declares that a majority of members of the neighborhood group voted to undertake this project and that Equipment received as a result of the application will be used only for the purpose set forth herein. The signatory also acknowledges that he/she **will be prosecuted to the maximum extent possible under the law** if in violation of the aforementioned provision of the Penal Code, Section 484.

---

Signature of Borrower

---

Date

---

Print Name of Borrower

---

Phone Number

**PLEASE REVIEW THE TERMS AND CONDITIONS BEFORE PICKING UP EQUIPMENT.**

Community & Economic Development Department, Neighborhood Engagement Division  
3900 Main Street, 5th Floor, Riverside, CA 92522  
For any questions, please call (951) 826-2077

