

Big Cheese Entertainment

Liability, Services, and Equipment Usage Agreement

In exchange for the services provided by Bluu Screen Productions, dba Big Cheese Entertainment (“Big Cheese”), in addition to the fee and compensation which I have agreed to provide to Big Cheese in a separate services agreement, incorporated herein by reference, I agree to the following terms and conditions:

- ❖ **I hereby agree and acknowledge that I am receiving services from Big Cheese voluntarily and that I assume full responsibility for any bodily injury or damage to personal or private property. I further agree to indemnify and hold harmless Big Cheese, and all of its affiliates, from personal or financial liability as a result of any bodily injury or damage to personal/private property suffered by myself or my guests, relatives, invitees, or licensees.** I agree to inform the technician upon arrival of any circumstances that could pose potential danger to the technician or guests including but not limited to items such as electrical wires, pipes, cable, telephone, or gas lines less than 8” underground where ground stakes will be used, overhead power lines near the screen, high power outlets, or circuits with a heavy load usage.

◆ Initials _____

- ❖ **I agree to full financial responsibility for any loss, damage, destruction, or soiling of the provided equipment.** I agree to pay the entire cost associated with replacement, repair, or cleaning, in full to Big Cheese within 5 business days of the original usage date. I understand that my personal information and credit card is kept on file for purposes of acquiring reimbursement of lost, damaged, or soiled equipment, and expressly give my consent to such use.

- Projection screen up to \$6000, speakers up to \$2000, projector up to \$2500, other misc. equipment up to \$2000

◆ Initials _____

- ❖ **I agree to be held solely responsible for any content or media played at the event and have taken the proper legal measures to ensure I have obtained permission from the copyright owners to broadcast their content in the manner in which it is displayed to the event attendees.** Big Cheese and its affiliates take no responsibility for the movie, video/audio media, or MPAA ratings of the content played at the event. I agree to exercise reasonable caution when selecting appropriate media for the potential attendees of your event. I affirmatively acknowledge that **Big Cheese and its affiliates provide only the equipment to play media**, and are absolutely and unequivocally not responsible for the rights or terms outlined by licensed media owners for public display or playback.

◆ Initials _____

- ❖ Should litigation be initiated regarding the terms of this Agreement or the services agreement, **I agree to enter into good faith negotiations to attempt to settle the matter by mediation** of counsel selected by Big Cheese.

◆ Initials _____

- ❖ **I hereby acknowledge that under extreme circumstances, technicians appointed by Big Cheese may decide to unilaterally withhold providing equipment, terminate this Agreement, or otherwise refuse to provide services (a “Cancellation”).** Such extreme circumstances include, but are not limited to, weather conditions, safety of the technician or other attendees at any event, potential equipment damage, and harassment or a threatening environment. I agree that while Big Cheese will make all commercially reasonable efforts to provide the equipment and services agreed upon and work with me to reach an amicable resolution in the event of a Cancellation, Big Cheese is not obligated to provide any refund to me of any prepaid fees and or previously agreed upon charge for services.

◆ Initials _____

❖ **I understand and personally accept liability for the potential safety hazards and risks inherent with the outdoor/indoor mobile theater rental equipment and services provided by Big Cheese**, including, but not limited to, loose unmarked cables, tensioned support straps, ground stakes, high power electrical equipment, heavy elevated items, weather changing variables, equipment high operating temperatures, and spinning fan blades. I assume all responsibility to educate and inform all adults and children in the vicinity of the event to be fully aware of the aforementioned risks associated with this type of event and have taken all appropriate measures to notify the attendees to exercise extreme caution while participating in the events.

◆ Initials _____

❖ **Big Cheese and its affiliates do not condone nor advocate for large groups congregating for any event due to the social distancing and safety guidelines outlined by the CDC for the prevention of spreading and contracting Covid-19.** We highly recommend adhering to directions set forth by the CDC for the safety of you, your guests, and our technicians. I agree to avoid contact with any of the equipment provided by Big Cheese and agree to instruct all other attendees and invitees to do the same. I expressly assume any and all responsibility associated with any attendees or invitees interacting with each other and the equipment, including any potential damage to the equipment and risks of contracting communicable diseases, including Covid-19. **I will not hold Big Cheese, or any of its affiliates accountable or responsible should any attendee or person in contact with an attendee at the event become ill or sick and will personally accept all liability for hosting such an event.**

◆ Initials _____

❖ I expressly and affirmatively agree and acknowledge that in the event that a court of competent jurisdiction determines that there liability on the part of Big Cheese, that such **liability will be limited to the actual amount of consideration** which I paid to Big Cheese for the services which Big Cheese rendered on my behalf.

◆ Initials _____

By signing and initialing this document I consent to waive certain personal rights and the responsibilities of Big Cheese and its affiliates. I affirm that of a sound mind without being influenced in any way, that I have both read and fully understood the terms and conditions, as listed above, in its entirety detailing the personal liability and responsibilities I have willingly accepted. My signature below is legal proof that I have taken the proper actions as listed above and will not hold Big Cheese or its affiliates responsible for any damages or injury as a result of providing services at the event. **I have willingly agreed to the above listed terms and conditions.**

Full Name _____ Date _____

Organization Affiliation _____ Date _____