Fort Collins Public Media Equipment Terms and Conditions

This terms and conditions agreement (the Agreement) is entered into between Fort Collins Public Media (hereinafter FCPM) and _____, (hereinafter the User).

The Agreement is effective starting on _____(date).

1. **USER AGREES TO PROVIDE FCPM BOTH A VALID AND UP TO DATE CREDIT CARD AND GOVERNMENT ID**
    a. All members and non-members must provide a valid credit card to FCPM before checkout.
    b. Credit card information will be used exclusively for:
        i. Refundable Security Deposits
            1. Members and non-members will be charged a security deposit no greater than 10% of the total rental fees.
            2. Security deposits will be fully refunded upon the timely return of all FCPM equipment in good condition.
            3. Users must pay all necessary security deposits unless they are granted exemption by FCPM.
        ii. Equipment Rental (Non-members)
        iii. Late Fees (Members and Non-members)
        iv. Equipment Replacement (Members and Non-members)
    c. The User may only withhold credit card information if they have been granted exemption by FCPM.
2. **USER AGREES TO PROVIDE SUFFICIENT NOTICE TO FCPM**
    a. The User must reserve **equipment kits** at least 3 days before checkout.
    b. Reservations submitted with less than 3 days' notice will not be considered.
    c. **Custom Equipment Requests** (i.e. requests for equipment not included FCPM's online kits) must be made at least 1 week before checkout.
    d. Any **Custom Equipment Request** made with less than a week's notice will not be considered.
    e. All **Custom Equipment Requests** must be emailed to equipment@fcpublicmedia.org
        i. Please provide the following information:
            1. Equipment needed.
            2. The date you will need to check out equipment.
            3. Length of time you will need the equipment.
3. **USERS WHO ARE MEMBERS AGREE TO PROVIDE FCPM CONTENT PRODUCED WITH CHECKED OUT EQUIPMENT**
    a. All Creator and Producer Members in good standing may check out FCPM's available equipment free of charge on the condition they provide content to FCPM.
        i. Content produced and submitted by members may be used for FCPM's website, television channels, streaming services, and social media platforms.
        ii. Content produced and submitted by members must adhere to FCC regulations for Public Access Networks.
        iii. All intellectual property will remain with the User.
        iv. All content produced by members will contain the following disclaimer either written or spoken: ***"All content is the opinion of the creators and presenters and does not necessarily reflect the opinions of FCPM nor the City of Fort Collins"***

v. Commercial Users of equipment do not have to provide content to FCPM but must pay all necessary rental and processing fees.

b. If the User does not provide content in a timely manner, FCPM reserves the right to suspend and/or terminate the User's membership without refund of membership fees.

c. Any member who wishes to use FCPM equipment to create content not for FCPM will have to pay the rental fees charged to nonmembers

4. USERS WHO ARE NON- MEMBERS AGREE TO PAY THE NECESSARY RENTAL FEES

a. A non-member of the community may check out equipment from FCPM on the condition that they pay all the necessary rental fees.

i. This includes all necessary processing fees.

ii. Non-members will be charged with a security deposit <u>in addition</u> to the total rental fees.

iii. Security Deposits will be fully refunded upon the timely return of all FCPM Equipment in good condition.

b. All payments are due at the time of checkout.

5. USER AGREES TO RETURN EQUIPMENT IN A TIMELY MANNER.

a. The User (member and non-member) must arrange an equipment Check-In date and time with FCPM and return all equipment at the agreed upon time.

b. If the User fails to return the equipment at the agreed upon time, FCPM will withhold the entire security deposit.

c. An additional $25 will be charged for each calendar day until equipment is returned.

d. If there are unforeseen circumstances preventing check-in, FCPM will arrange a new check-in time with the User, on the condition User provides FCPM 2 hours' notice.

i. Under these conditions, FCPM will not charge the User a late fee.

ii. However, repeated misuse of FCPM's clemency will result in the above late fees being applied.

e. FCPM will also charge all necessary processing fees to the User's credit card.

6. IF THE USER KEEPS FCPM EQUIPMENT 5 BUSINESS DAYS PAST CHECK-IN DATE, FCPM WILL CHARGE THE USER THE FULL REPLACEMENT VALUE OF ALL EQUIPMENT CHECKED OUT.

a. If User keeps FCPM's equipment 5 business days past the previously agreed upon Check-In Date, FCPM will charge the User the full replacement value of any and all equipment checked out of the user.

b. This charge is non-refundable and will be applied on top of all late fees accrued by the User.

7. Users are fully responsible for all equipment reserved. This includes any damage to, or loss of (including fire and theft); the equipment checked out of the FCPM facility (this includes all loaned portable equipment).

a. Users are also responsible for any damage to equipment used and located in FCPM facilities.

b. This excludes routine wear and tear of equipment as determined solely by FCPM.

c. The User's responsibility includes the complete repair cost of the damaged item(s), or current replacement cost should it be lost, stolen, or damaged beyond reasonable repair as determined by FCPM.

d. FCPM will invoice users for equipment replacement or repair costs, and all invoices must be paid within 30 days of receipt to avoid suspension or termination of member privileges.

e. FCPM will provide training on the proper use of equipment.

f. Users are reminded that FCPM's equipment is expensive and that they should safeguard it while in their possession. They are also advised to check with their insurance carriers regarding potential personal coverage in the event of the loss, theft of, or damage to, FCPM loaned or

used equipment. FCPM does not provide insurance coverage to members for the use of its equipment.

This Agreement shall terminate on _____(Date)

IN WITNESS WHEREOF, USER AND FCPM HAVE EXECUTED THIS AGREEMENT

User (print name): _____

Signature:_____

Date:_____

Fort Collins Public Media

Name and Title:_____

Signature:_____

Date:_____