

**Invoice #13261639**

Sign & Pay Online!

If you need to print and mail your contract, please mail to:

Thomas & Braun LLC

**501 Darby Creek Rd Ste 49a Lexington, KY, 40509-2740**

(478) 910-1107

**Billing Information**

**The Town of Tyrone: DDA**

**Tyrone Development Authority**

, GA

**Home Phone:**

**Cell Phone:** (770) 881-8295

**Office Phone:** (770) 487-4694

**Delivery Location Information**

**Shamrock Park**

960 Senoia Rd

Tyrone, GA 30290

**On-site Contact:**

**Event ID #:** 13261639

**Invoice Date:** 4/10/2023

**Rep:** Jonathan Berry

**Rental Date:** 9/1/2023

**Arrival Time:** 6:15pm

**Equipment Start Time:** 8:15pm

**Equipment End Time:** 10:45pm

**Delivery Method:** Fully Hosted

**Surface Type:** Grass - Allow Stakes

Rental Items	Qty	Total
26-ft (20x12 Viewable) Blockbuster Movie Screen	1	\$1,099.00
All Projection, Sound & Cables	1	\$0.00
FREE Weather Assurance Plan (Subject to Availability)	1	\$0.00
Movie Licensing	1	\$0.00
We Bring the Movie	1	\$30.00
Laptop Connection Request	1	\$0.00
<b>Order subtotal</b>		<b>\$1,129.00</b>
<b>Distance Charges</b>		<b>\$55.23</b>
<b>Surcharge*</b>	8.0%	<b>\$87.92</b>
<b>Total</b>		<b>\$1,272.15</b>
<b>Deposit Due</b>		<b>\$636.08</b>
<b>Amount Paid</b>		<b>\$0.00</b>
<b>Balance Due</b>		<b>\$1,272.15</b>

\*Surcharge is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the trademark registration

There may be discounts on your order that are part of a special offering. If changes made to an event/event series make it ineligible for an applied discount, the discount is subject to removal. Any payments made on events that have not been completed may be moved to cover outstanding balances.

**Pre-Paid Gratuity:** As a convenience to our customers, you can include a pre-paid gratuity for your technician at the time of your booking. If you would like to pay gratuity later, you can give it directly to your tech on-site or call our office after your event and we'll be happy to add it then.

**Please Note: Your rental must be paid in full 14 days prior to your event date**

**Your reservation is not confirmed until you have signed this rental agreement. No refunds are offered and all postponements or cancellations will be credited towards future rentals.**

**Equipment Rental Agreement:** Our goal is to provide you with friendly, FUN, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation.

By making your deposit or payment in full, you are agreeing to these terms and conditions described on the invoice above and Rental Agreement below.

**Deposits:** A 50% deposit is required to confirm your event date.

If you need to make alternate arrangements to meet our deposit requirements, please contact your Sales Rep. If you are making this reservation less than 14 days prior to your event date, then payment in full is required at the time of your reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed Rental Agreement.

**Final Payments:** Your final balance must be paid to us no later than 14 days prior to your event rental date. Your rental may be cancelled if we have not received your final payment by that time. Customers can make post-event payment arrangements with Purchase Orders or other terms with our approval.

**Return Check Charge:** There is a \$50 charge for all returned checks.

**CANCELLATION FEE POLICY**

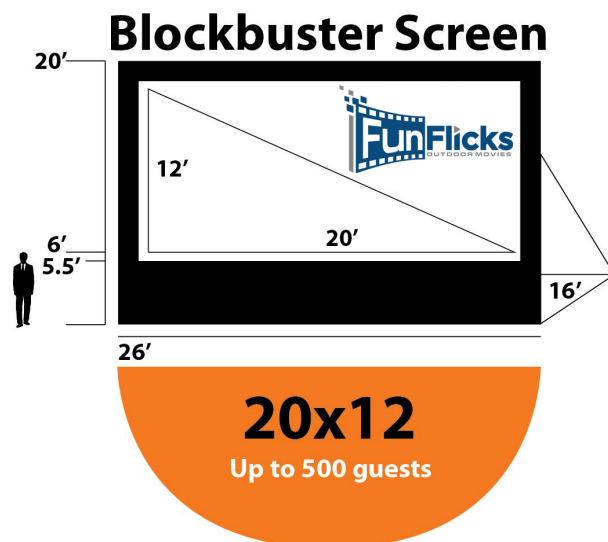
**You always have 18 months to re-book your rental instead of forfeiting funds, but if you must cancel the terms are listed here.**

<b>30+ Days</b> Prior To Event Date	Pay 25% of Event Rental Total
<b>15 - 29 Days</b> from Event Date	Pay 50% of Event Rental Total
<b>14 Days or Less</b> from Event Date	Pay 100% of Event Rental Total

**RESCHEDULING FEE POLICY**

Reschedule 30+ Days from Event Date	Pay 5% of Event Rental Total
Reschedule 15-29 Days from Event Date	Pay 10% of Event Rental Total
Reschedule 14 Days or Less from Event Date	Pay 20% of Event Rental Total

**INFORMATION & TERMS**  
***Details For Your Specific Rental***



*Additional 25' Needed for Projection Table Setup (Front or Rear Projection Capable)*

- Includes HD Projector, Blu-ray Player, Amplified Speakers, Sound Mixer, Microphone & All Cables
- 2 1/2 Hours Standard Rental Time

- FunFlicks Tech for setup, operation and breakdown (If you selected the Drop Off Option we will setup and breakdown but will not be on-site for operation)

### **WEATHER POLICY:**

We DO NOT cancel your event for weather related reasons until the day of your event, long distance events may be asked to make a decision the day prior.

Weather predictions change (often!) --- we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your event, you may be required to pay a rescheduling or cancellation fee (see Fee Schedule).

**40%+ CHANCE OF RAIN:** If there is a 40%+ chance of rain or if winds are forecasted to be 15+ MPH (less for extremely large screens) for the period starting two hours before, during, and two hours after your event, we reserve the right to cancel your event for that date in order to protect our clients, hosts, and equipment. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize risks associated with gusts of wind.

**LESS THAN 40% CHANCE OF RAIN:** We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

**PROCEED/POSTPONE WEATHER OPTIONS:** It is agreed by both parties that [www.weather.com](http://www.weather.com) is the tool used to verify weather percentages and wind speeds. Simply visit [www.weather.com](http://www.weather.com) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following options:

1. Move your event indoors: (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. Postpone/Reschedule: You can reschedule your screen rental, if you have chosen a discounted day that discount may not be available on the future date and should be discussed with our sales team.
3. Take Your Chances: If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
4. After the Event Day Confirmation Contact occurs, you wish to postpone your event a fee will be charged. You must pay any fees prior to rescheduling your event. The schedule of fees are as follows:
  - If the host is not already in route to your event, a Restocking fee of \$100 will be charged for the host to return the equipment to the warehouse.
  - If the host is already in route and/or has arrived on-site but not yet unloaded equipment, a \$100 Restocking fee will be charged, a Travel fee \$1.50 per mile from the warehouse to the point when the host is notified (a minimum charge of \$25.00).
  - Once the host has begun unloading any equipment, the event is considered in progress and no further rescheduling can be made, except those covered in the contract.

FunFlicks of Georgia does not refund event payments in case of weather related cancellations/reschedules. You will have 12 months to reschedule your movie screen rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan that you chose at the time of your booking.

**COVID Exception:** Should the Local, State or Federal Government institute restrictive measures that place encumbrances on either party as to affect the operations of what would be deemed "normal", the client will be allowed to re-schedule to a time when said restrictions are not being enforced. All rates will be honored for events that have signed and paid a minimum of a deposit and no penalties applied.

**We Bring the Movie:** This service is only available when FunFlicks of Georgia obtains Movie Licensing for your event. It is only available given enough notice to obtain the movie.

**Laptop Connection Request:** You have added the Laptop Connection to your rental. Customer is responsible for providing the laptop or other device for playing media that is not on a disc, and verifying their connection types with our staff to ensure compatibility with our projection and sound system. We currently only support laptops with a native HDMI connection. If you want audio to play through our system your device will need to have a 3.5mm headphone jack.

**PLEASE NOTE:** If we provide screen upgrade due to equipment availability and your event is rescheduled for any reason, you may not receive the screen upgrade at your rescheduled event.

**1. Event Day Confirmation Call:** We will call you on the morning of your event between 10:00 AM - 2:00 PM to confirm your event. You must be available to take our call that day or you can request a text message for confirmation as well. If you request a text message, you need to be able to reply with your confirmation that our message was received. If there is more than a 20% chance of rain or wind is forecasted 15+ MPH on your date as listed on weather.com, we will not dispatch our tech for delivery without talking with you. This means that if you do not respond to the text message or take our call, we will not be able to deliver your rentals.

If, after the Event Day Confirmation Call occurs, you wish to postpone your event a fee will be charged. You must pay any fees prior to rescheduling your event. Please see Weather Policy for explanation of fees.

**2. Rental Period:** your Movie Start Time is the time that we expect to start your main feature presentation. If you need to start later than your listed start time, please let us know in advance. If your start time is changed by more than 15 minutes once we are on-site, you will be charged an additional \$50 for each hour or portion of an hour that the start is delayed.

**3. Tech Arrival & Movie Start Time:** We will arrive at the approximate time listed at the top of this contract (Arrival Time). Our arrival time may vary from the time listed here due to traffic or other circumstances. We include significant buffer time in the equipment setup period to allow for this variance. 95% of our event rentals start on time and we will make every effort possible to meet your Movie Start Time listed, however we do not guarantee that your movie will start at the Movie Start Time. No refunds or credits will be issued for not starting your movie at the Movie Start Time listed here.

#### **4. Tech Responsibilities**

**Full Service Option:** Our tech is provided to deliver & setup equipment, change media, connect devices, make adjustments and breakdown equipment. We will stay on-site during the duration of your screen rental to ensure that everything runs as smoothly as possible. Our tech is happy to help out with most event related items but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside the ones listed here.

**Drop-Off Service Option:** Our tech will deliver, setup & breakdown your rental equipment but will not remain on-site for the duration of your event. If any technical difficulties arise, you will call our On Call Manager or the Delivery Tech for support. In the event of inclement weather, customer is responsible for covering equipment or moving it to a safe location.

**5. Parking & Unloading:** Customer must provide adequate parking for loading/unloading, including any costs, permits or passes, to allow host an unloading point within 100 yards of the screen setup location.

**6. Screen Location, Size & Surface Type:** Customer is responsible for ensuring our screen & projection gear will fit at rental location. It must be completely dark (15 minutes after official sunset) before projection can begin, unless the event is held indoors. We normally secure our screens by placing 18" stakes in the ground around the screen. If we cannot place stakes in the ground for any reason (no stakes allowed, pavement, concrete, etc.) customer is responsible for providing weighted item for tying off to secure the screen. Examples would be water filled trash cans, sand bags, cinder blocks, etc. Customer is responsible for letting us know if these items are not available on-site at least 72 hours prior to rental. FunFlicks of Georgia offers sand bag and water barrel rentals for locations that where stakes are not allowed and customer is responsible for securing these items prior to event date.

**7. Lighting:** Customer is responsible for minimizing the amount of light in the area above and nearby the screen. Parking lights, street lights, flood lights, stadium lights, etc. will degrade the quality of the image on our screen and make it appear washed out. FunFlicks of Georgia is not responsible for the quality of the video image if all light sources within 100' of the screen are not turned off.

**8. Electrical Requirements:** Customer must provide sufficient power on-site for our equipment to operate correctly. You will need to provide 3 outlet(s), each on a separate circuit breaker for the rentals you requested. Power outlets must be located within 100' of the location where our screen/equipment will be setup. We will not setup equipment more than 200' from a power source.

**Generators:** Customer may provide a generator with at least 5,000 watts of continuous power and 2 separate circuit breakers. Inverted power is strongly recommended. FunFlicks of Georgia will not be responsible for customer provided generators that fail, trip breakers or otherwise don't function with our equipment. We offer generator rentals at additional charge in some locations.

**9. Customer Provides All Media:** Unless specifically licensed through FunFlicks of Georgia and listed in this agreement, all media to be played on our screen/system must be provided by the customer. Our system plays standard, commercially produced DVD and Blu-ray discs. We currently do not support 4K, Ultra HD or other disc types other than standard DVD and Blu-ray.

1. We are not responsible for scratched media, custom burned media, download media or any other content issues/errors that occur with our equipment. We use new equipment that has been tested with most commercial DVD/Blu-ray discs. Please be prepared to provide a backup copy of your movie or other content you plan on playing in our systems in case there are problems with the primary disc.

2. If you are connecting a laptop, cable box, gaming system or other media devices you must tell us in advance and it must be included in this contract. If you do not see your media type listed (i.e. laptop, live TV, video gaming) then it assumed you are providing a standard DVD or Blu-ray disc. Please contact your Sales Coordinator if you are not showing a standard disc type. We cannot connect other devices to our systems unless the device is listed in your rental items above and we will not be responsible for event issues or failures resulting from this omission during your booking and in writing. **Any special connectors required to connect customer provided equipment to our system shall be provided by the customer. Extending your service to our equipment is also the customer responsibility (additional coax to move cable box to our equipment, etc). FunFlicks of Georgia can advise the specific connections our system can accommodate.**

3. Customer is responsible for all licensing and other costs associated with any content or media used on a FunFlicks of Georgia' system.

**10. Equipment Malfunctions:** All equipment is tested and maintained for your assurance - however there is always the risk of technical malfunctions. If we experience an equipment issue on-site, we will make every effort to get it fixed on-site within 60 minutes, or get replacement equipment delivered to your location within 60 minutes of diagnosis. If we are unable to get the equipment working or are unable to get a replacement on-site within 60 minutes from our diagnosis of problem, then FunFlicks of Georgia will provide a rescheduled rental on a date mutually agreeable by customer and FunFlicks of Georgia, not to be scheduled later than 18 months from the originally scheduled date. We do not offer refunds for technical malfunctions.

FunFlicks of Georgia is not responsible and will not pay for incidental or consequential damages caused by any delays or equipment malfunctions. This includes but is not limited to food, entertainment, labor, sponsorships, other rentals, or other costs incurred by customer in conjunction with this rental.

**Customer Provided Equipment:** We will substitute any customer provided equipment in the case of failure (i.e. DVD player, projector, speakers, cables, etc.), however no refund or credit will be provided if event goes on as planned. If delayed more than 60 minutes, customer can opt to request a rescheduled rental option subject to approval by FunFlicks of Georgia.

**11. Sprinklers & Venue Safety:** Customer is responsible for ensuring that sprinkler systems are turned off in the area where our screens & other equipment will be setup. If sprinkler systems are activated during your rental and our equipment is subjected to water from sprinklers, you will be charged a \$150 cleaning fee. If any equipment is damaged by water from sprinkler systems, then customer is responsible for paying repair or replacement costs for damaged equipment.

Customer is responsible for providing a safe venue for our equipment and our technician. We reserve the right to not setup our equipment in or vacate any environment our technician deems to be unsafe. This includes but is not limited to factors such as weather (or impending weather), uneven terrain, unsafe structures, uncontrolled crowds, unacceptable power quality, standing water, etc. In extremely unsafe conditions, regardless of source of the unsafe conditions, the technician will abandon the equipment and vacate the venue. FunFlicks of Georgia does not issue refunds and no rescheduled rental will be provided for cancellations caused by unsafe conditions. The customer is responsible for paying repair or replacement costs for damaged/stolen equipment due to unsafe venue conditions or subsequent abandonment of equipment. Event weather related concerns are covered separately by our Weather Policy.

To insure the safety of our technician(s), the customer is responsible for having a representative on site from technician arrival until technician departure. In the event the technician's vehicle location is not in the immediate area of the venue, this responsibility includes escorting the technician to/from their vehicle for each loading trip. We appreciate your participation in insuring the safety of our technician.

**ADVERTISING, PHOTOGRAPHS & PROMOTION:** The customer gives their full consent and permission to FunFlicks of Georgia, it's local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this event. In addition, FunFlicks of Georgia may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

**COMPLETE AGREEMENT:** This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Customer acknowledges that by making payment and/or signing, that this Rental Agreement is a legal and binding contract. To cancel or reschedule a rental, sufficient notice must be given by Customer in accordance with the terms outlined in this Rental Agreement and that Customer may incur additional fees for doing so. Any rescheduled event is subject to availability at the time of cancellation or postponement. Refunds are not provided for rentals from FunFlicks of Georgia. FunFlicks of Georgia may, at it's sole discretion, provide credits towards future events for weather related and other cancellations.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

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Signature

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Date

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Printed Name