

Date:5/18/2022

INVOICE # Town of Tyrone -  
07/01/2022



**Southern Outdoor Cinema**

Att: Paul Murray  
4920 Atlanta Hwy, PMB 304  
Alpharetta, GA 30004  
Events@SouthernOutdoorCinema.com  
T: 678-689-8143

Service and Equipment DETAILS

Client:

**Town of Tyrone**  
**950 Senoia Rd**  
**Tyrone, GA 30290**

**Contact Name:** Lynda Owens

**Contact Email:** lowens@tyrone.org

**Contact Phone Number:** 770-881-8295

**Venue address:** Shamrock Park 960 Senoia Rd Tyrone GA  
30290

**Event Date:** 07/01/2022

**Setup time:** 7:00 pm

**Movie Start:** 8:55 pm

**Movie End Time:** 10:55pm

**Weather decision:** 1:00 pm on  
07/01/2022

**Surface Type:** Grass - staking allowed  
**Power:** yes = power within 100'

Description	Total
<b>Event Date: 07/01/2022 - 28 ' Outdoor Movie services</b>	\$ 1,499.00
Screen, projection, mixer, technician, travel, setup/operation/teardown	
30 minutes of pre-movie music. Sponsor slideshow displayed for 10 minutes	
Showing of 1 movie (up to 2 hours)	

<b>Balance Due:</b>	<b>\$ 1,499.00</b>
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**Please Note:**

Your event date is NOT guaranteed until we receive your 50% Deposit and the signed agreement.

The remaining balance is due on the night of your event: 07/01/2022

Deposits are non-refundable

Mail check to address above

OR

Payment by Credit Card:

<https://bit.ly/SOC-CreditCardPayment>

**This Rental Agreement ("Agreement") dated 5/18/2022  
between**

**Town of Tyrone of 950 Senoia Rd, Tyrone, GA 30290  
(the "Client")**

**-AND-**

**Southern Outdoor Cinema (SOC) of 4920 Atlanta Hwy, PMB 304, Alpharetta, Georgia  
(the "Contractor")**

WHEREAS, Southern Outdoor Cinema is engaged in the business of providing outdoor cinema services or similar on a short-term basis to customers for use at personal residences, parks, schools, special events and or likeness.

WHEREAS, Client wishes to retain the production services of SOC for an outdoor cinema event or likeness .

THEREFORE, it is mutually agreed as follows:

**SERVICE RENTAL:** SOC hereby provides its services to Client and Client hereby rents the services from SOC.

The Equipment is, and shall at all times be and remain, the sole and exclusive property of SOC, and the Client shall have no right, title, or interest therein or thereto except as expressly set forth in this Agreement.

SOC represents and warrants that SOC owns all rights, titles, and interests (including trademarks and other intellectual property rights, statutory or otherwise) in SOC's trademarks, logos, and any and all materials provided to Client under this Agreement. "Movies in the Park" and "Georgia Movies in the Park" are registered trademarks of SOC in the state of Georgia and may not be used without permission.

Rental packages consist of a turn-key outdoor movie cinema experience:

- Commercial grade inflatable movie screen
- High Definition (HD) projector
- 2 Speakers with Microphone
- Mixer board, DVD players, sound and 100' power cords
- Event technicians (travel, setup, operation, teardown)
- Festive pre-movie music (30 minutes before movie)
- Movie licensing assistance (if, requested)
- Standard rental time is the length of 1 movie (up to 2 hours)

**RENTAL PERIOD:** SOC will start the movie at 8:55 pm. This agreement is for the length of showing 1 movie (up to 2 hours in length). If you start late or are showing a movie over 2 hours long, you are agreeing to extend your rental agreement at a rate of \$50 per ½ hour, with a 30-minute minimum.

**SERVICE RENTAL FEE:** The Customer agrees to pay to SOC, or its duly authorized representative, the rental fee listed in the Invoice. The rental fee shall be paid as follows:

- **DEPOSIT:** An initial deposit of fifty percent (50%) of the rental is required to confirm the Event date along with a signed copy of the Agreement. This deposit is non-refundable;
- **FINAL PAYMENT:** The balance shall be due on the Date of the Event. ( 07/01/2022)

Payment types: We accept Check, Visa, Mastercard and American Express

Your equipment rental is subject to cancellations if we do not receive your deposit within 7 days of contract signing.

**WEATHER POLICY (Outdoor Events)** The parties agree to make a weather decision on the day of the event.

The parties agree that any time during the event if the weather looks threatening (imminent rain, rain, looming thunder clouds, dangerous winds capable of damaging equipment) Southern Outdoor Cinema reserves the right to protect its own equipment by canceling setup/production. The parties agree that Southern Outdoor Cinema reserves the right to delay set up or pause the production until suitable weather conditions exist.

Client and Contractor agree to decide by the time defined in the "Service and Equipment Details" on the day of the Event to cancel or continue the Event due to weather conditions. Conditions that would cause a discussion about weather cancellation are defined as rain (40% or more) , wind gusts above 10 mph, continual rain / thundershowers, sleet, snow and temperatures below 30 degrees. Source of weather condition will be weather.com

If the Event is canceled due to inclement weather <b>before Southern Outdoor Cinema begins travel</b> (cancel by time)	No weather fee is charged and the client has 6 months to reschedule. The deposit is moved to the new event date.
Should Client cancel once the delivery vehicle containing your order <b>leaves the warehouse</b>	There is a weather cancellation fee of \$125 cancellation fee
<b>Once SOC begins setup</b>	Services are considered rendered, regardless of weather causing a cancellation, and payment in full is required.

**NON-WEATHER CANCELLATION** When a Client hires the Contractor for an Event, the Contractor turns down other potential contracts.

- In the event the Client cancels for non-weather related reasons inside 14 days of the Event date: Must pay 100% of rental for that Event date
- In the event the Client cancels for non-weather related reasons inside 15-60 days of the Event date: Forfeit 50% deposit
- In the event the Client cancels for non-weather related reasons 61+ days from the Event: Full refund, less a \$200 fee

**POWER REQUIREMENTS:** Client will provide 1 standard 110volt/20amp electrical outlet on separate circuits power within 100 feet of screen location unless specified otherwise in the Service and Equipment Details. No other equipment such as popcorn machines shall be on the same circuit.

**WATER SPRINKLER TURNED OFF** - Equipment can not get wet and any damage caused by sprinklers to the equipment will be billed to the client. Client will be charged a minimum fee of \$150 should the sprinkler system come on and get SOC Equipment wet. This covers the cleaning and drying of equipment. Your actual charge may be higher once we determine the actual damage to SOC Equipment.

**LIGHTING:** Lights in the viewing area need to be turned off during the showing of the movie. This may include parking lot lights and lights on the outsides of buildings

**SECURITY & SAFETY:** The Client is responsible to ensure the safety of SOC crew and Equipment. Client is responsible for providing 1 person to be present at the event from setup of Equipment until end of teardown of Equipment.

**PARKING & UNLOADING:** Client must provide direct access & unlock all gates for SOC vehicle to drive up to the location for screen setup. SOC requires the unloading of equipment within 25 feet of screen placement. SOC backup equipment will be kept in their vehicle and it needs to be parked near the screen setup. SOC is not responsible for a late start if the Client requires to unload from a far distance.

**LOCATION & SECURING THE SCREEN:** Client will provide a flat grass location for the placement of the screen. The location needs to be free of overhead obstacles (trees, power lines, lights, awnings, etc). A Tarp will be placed under the screen. SOC will secure the screen by placing Four to Six 36" stakes into the ground to tether the screen. The projection table will be placed in front of the screen.

**MOVIE:** Client is responsible for providing a new DVD copy of the movie.

The client is responsible for the acquisition of any necessary licensing and public performance (movie licensing) and any fees associated with the license(s). The Client is responsible for any and all fines that may occur for not obtaining proper licensing. SOC will provide assistance with movie licensing, if requested.

**PRE-MOVIE SLIDESHOW:** Client shall provide information in digital form. Deadline is 2 weeks before the Event and sent to [events@southernoutdoorcinema.com](mailto:events@southernoutdoorcinema.com) or uploaded to Dropbox.com (our id: [info+Software@southernOutdoorCinema.com](mailto:info+Software@southernOutdoorCinema.com))

Acceptable formats:

- .jpg (864 x 485 pixels, 16:9 aspect ratio)
- .pdf (landscape orientation)
- .mp4 (video)

**EVENT PRODUCTION:** Client is responsible for promotion of the Event, clean-up of the Event area, traffic control, lighting, security services and providing restroom facilities. Client is responsible for enforcing the use of drones around the cinema equipment. Blades touching the screen will cause damage that can not be repaired and will require complete screen replacements.

**FIREWORKS, EMBERSTORCHES, CAMPFIRES:** Firework, torches and campfire are not permitted at the venue. Fireworks, embers and fire will cause damage to the screen that can not be repaired and will require complete screen replacements. Client is financially responsible for any damage to the EQUIPMENT caused by fireworks, torches, embers and campfires.

**INDEMNIFICATION BY CLIENT:** Client hereby agrees to hold harmless, defend and indemnify SOC, its stockholders, officers, directors, employees, and agents from and against any and all debts, claims, causes of actions, liabilities, expenses (including court costs and attorney's fees, at trial and all appellate levels) including, but not limited to, any fees, dues, expenses, costs incurred or charged by any unions, drayage or any other trade group or organization (unless SOC specifically undertakes the payment of such dues, fees, and costs) and any other lawsuits, of any kind, whatsoever, whether in law or equity, which may be asserted against or incurred by SOC, or any of them, which may result in whole or in any material part from the acts or omissions of Client, its agents or employees.

**INDEMNIFICATION BY CONTRACTOR:** Contractor hereby agrees to hold harmless, defend and indemnify Contractor, its stockholders, officers, directors, employees, and agents from and against any and all debts, claims, causes of actions, liabilities, expenses (including court costs and attorney's fees, at trial and all appellate levels) including, but not limited to, any fees, dues, expenses, costs incurred or charged by any unions, drayage or any other trade group or organization (unless Contractor specifically undertakes the payment of such dues, fees, and costs) and any other lawsuits, of any kind, whatsoever, whether in law or equity, which may be asserted against or incurred by SOC, or any of them, which may result in whole or in any material part from the acts or omissions of Contractor, its agents or employees. To the extent permitted by law.

**WARRANTIES:** SOC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, and WITHOUT LIMITATION, THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR OR SPECIFIED PURPOSE. SOC acknowledges that Client is leasing SOC's Services and Equipment "As Is". SOC shall not be liable, to any extent whatsoever, except as otherwise expressly agreed to in writing, for the selection, quality, condition, suitability, operation or performance of the Equipment or the maintenance thereof; nor shall SOC be liable for specific performance or damages, if any, for any delay of delivery of the Equipment beyond SOC's control. SOC makes no guarantees to the quality of presentation (either audio or visual) when SOC is not consulted in the process of media title selection.

**FORCE MAJEURE:**

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane, extreme temperatures, tornado or other natural disaster), war, gasoline shortages or failure of electricity.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and subject matter hereof and there is no undertaking, agreements, representations or conditions in respect to subject matter, except as herein contained. No amendment shall be valid unless in writing, and signed by all parties. If it shall be found that any provision in this Agreement violates any law government or government division having jurisdiction, such provision shall be of no force and effect, and this Agreement shall supersede all prior agreements between the parties.

**GOVERNING LAW/VENUE:** This Agreement shall be construed in accordance with the laws of the State of Georgia and of the United States of America. Venue for any disputes arising hereunder shall be in a court of competent jurisdiction located in Fayette County, Georgia.

**HEADINGS:** The paragraphs and section headings throughout this Agreement are for reference purposes only, and the words contained herein shall in no way be held to explain or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**TERMS AND CONDITIONS:** the legal terms and conditions set forth on Services and Equipment Details attached hereto are hereby made a part of this agreement.

**INVALID PROVISION:** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

BY SIGNING THIS AGREEMENT, ALL PARTIES ACKNOWLEDGE THAT: ALL HAVE READ ALL PROVISIONS MADE HEREIN AND UNDERSTAND ALL SUCH PROVISION AND HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY.

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Contractor / Authorized Representative  
Southern Outdoor Cinema  
4920 Atlanta Hwy, PMB 304, Alpharetta, GA 30040

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Client / Authorized Representative  
Town of Tyrone  
950 Senoia Rd, Tyrone, GA 30290



## **PAYMENT SCHEDULE**

1. 50% deposit is due at contract signing: 5/18/2022
2. Final Payment is on night of Event: 07/01/2022

## **HOW TO PAY**

By Check to:

Southern Outdoor Cinema  
4920 Atlanta Hwy, PMB 304  
Alpharetta, GA 30004

Credit Cards:

To make a payment by Credit Card:  
<https://bit.ly/SOC-CreditCardPayment>

Our office hours are:

Monday – Thursday  
11am – 5pm

Fridays 11am-2pm

You can call us at 678-689-8143.

Make sure to let the phone ring through to our receptionist or voicemail.  
We do not call back hangups.

You can text us at 678-689-8143



## **NIGHT OF EVENT REMINDERS**

- Provide a DVD copy of the movie to your event technician
- SOC needs to unload equipment within 25 feet of screen placement. Unlock any gates and move any cars blocking the access path
- Sprinklers need to be turned off!
- Turn off any lights in the screen area
- No fireworks, torches, campfires or drones are permitted: Will damage the screen
- Due to Covid-19, Client is to practice social distancing of 6' distance from the crew
- For the safety of our crew, have 1 person present while the crew are packing up the equipment after the show. We will need around 1 hour to tear down the equipment.

## **PAYMENT**

When our crew arrives, final payment is due.  
Give payment to your event technician in a sealed envelope.

Payment by Credit Card:  
<https://bit.ly/SOC-CreditCardPayment>

## **CONTACT US**

On the night of your event you may reach us:

Phone or Text at 678-689-8143  
Please leave a message if you need to get in contact with us.