

BakeBean Productions L.L.C. dba

# "Lightning-Bug Theatre"!

Quality of Vision and Execution  
2105 Wyandotte Drive, Lima, Ohio  
419-234-4155

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## Personal Services Agreement

Agreement made between BakeBean Productions L.L.C. (dba Lightning Bug Theatre, hereby referred to as LBT) and City of Willowick/parks and Recreation (hereinafter referred to as 'PURCHASER').

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages LBT and the LBT hereby agrees to perform the engagement hereinafter provided, upon all the terms and conditions herein set forth, including those entitled "Additional Terms and Conditions".

1. Place of Engagement: Dudley Park, 31500 Willowick Drive, Willowick, Ohio 44095

Contact person: : JULIE KLESS, Recreation Director 440-516-3011  
or 440-479-2633.

2. Engagement date(s): Saturday July 24<sup>th</sup> 2021 Time: dusk Type: outdoor movie

3. Number of shows: one

5. Agreed total price \$1400 Form of Payment: **Check or cash** Payment to be made to Mike Baker or his representative by City of Willowick or their designee. Deposit of \$700 to be returned with this signed contract by: **March 25<sup>th</sup> 2021, payable and sent to BakeBean Productions LLC, 2105 Wyandot Drive, Lima, Ohio 45806.** Deposits are non-refundable. Balance of \$700 is payable to BakeBean Productions LLC, and is due at the beginning of the engagement before the setup.

6. Additional terms and conditions: In the event that Covid restrictions do not permit the event, the purchaser is released of obligations under this contract. Purchaser is responsible for providing a licensed film for showing. Please provide the cell phone number of the person in charge of the on-site helpers. Cell# Julie Kless, 440-479-2633.

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PURCHASER

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Lightning Bug Theatre

The above signatures confirm that the parties have read and approve each of and all of the additional terms and conditions. **Are the date, time, and location correct??!!** Thanks for your business.

# Lightning Bug Theater Contract Rider

Please read and understand the following conditions, and sign/date the bottom of the rider. If you have any questions, please bring them up promptly. Thanks.

1. **LOAD IN:** Purchaser will provide accurate directions to the site, and access to the site by at least 4 hours prior to the showing. The location must have an accessible same-level load-in area, or an elevator to transport equipment.
2. **SET UP:** The screen must be placed on a clean, dry, level surface at least 40 ft. wide, with access to the show area by vehicles. The location must provide a minimum setup area of 40'x40', and a minimum ceiling clearance, if applicable, of 30 feet. Stakes will be inside of a roughly 60x50ft. area. The 3/4 inch thick stakes must be 28 inches into the ground. If the location is not on dirt or grass, the purchaser must provide suitable ballasts of at least 600 lbs at 4 spots around the screen. These can be water filled barrels, etc. Please contact us in advance if we are setting up on pavement/concrete/etc. The location must be free of any aerial or ground obstructions 30 feet high and 30 feet behind the screens. Please advise us if there are any utilities/water lines/pipes etc. 24 inches or less depth in the area of the screen. **A completely dark viewing area is needed in order to see the brightest image. Please be able to turn off any surrounding lights. Failure to have control of lighting in the area can drastically reduce the image quality and will not result in happy purchasers or viewers.**
3. **POWER:** Purchaser agrees to provide sufficient **power** at the site. We need a maximum of four 20 amp (normal household outlet) circuits. These need to be on separate 20 amp breakers, not four outlets that run off the same breaker. **If you do not have enough circuits, or are not sure, let us know and we can arrange to use our super-quiet generator for power.** Power must be located no more than 80 feet from the screen area. Lack of adequate site power to properly run the equipment is not the responsibility of LBT. We can not be held responsible for instances where power is disrupted for whatever reason, be it caused by circuit breakers tripping, power outages or our supply being disconnected by third parties, either willfully or by accident.
4. **The weather clause; weather is** the outdoor event planner's biggest variable. We can't change the weather, but there are ways to plan for it. We have radar on our cell phones, for frequent checking of local Doppler radar; this is a big help in planning for the evening. Sometimes having a rain date works, but it can complicate the schedule. You *may* shift event dates due to forecasted inclement weather. No charges will be applied if our staff has not begun traveling to your venue. Availability of the new date is not guaranteed until confirmed by us. We try to reserve the last two weekends of the season to make up any canceled shows from the season. It works pretty well and is easy to manage. Our guarantee; If inclement weather prevents the complete screening of the film, where less than 50% of the film is presented, LBT guarantees the purchaser one make-up event in the current, or next years', season. Two fees will be charged: travel costs, if any, that are associated with returning to your venue, and a \$2-400 weather related cancellation fee to cover employee time etc.

AirScreens can take winds up to 24 mph (when trees start to sway vigorously). We can setup equipment with winds of up to 15 mph. Once the screen is standing, it can handle winds of 24 mph. Our technicians utilize a handheld anemometer to check wind speeds. Beyond 24 mph, they will immediately deflate the screen. The screen can safely deflate in less than 20 seconds.

If the weather looks threatening (imminent rain, rain, looming thunder clouds, dangerous winds capable of damaging equipment) Lightning Bug Theater reserves the right to protect its own equipment by canceling setup/production. Lightning Bug Theater reserves the right to delay setup or to pause the production until suitable weather conditions exist. In windy situations, we often shift screen placement so that the screen is parallel to the wind. Please bear this in mind as it may affect final placement and appearance.

5. Movies must be licensed DVD's in most cases. As the equipment provider, we are no longer allowed to obtain the license for you, the end-user. Movie licensing must be taken care of before you begin advertising the title of your movie. **The selected film must be available on DVD.** When ordering your DVD please specify full screen format, not widescreen format. We will show the full screen DVD in widescreen. Some filmmakers, such as Disney, have restricted the use of their films in outdoor settings. If you intend to charge admission at your events, certain restrictions may apply, which vary according to your film choice and its distributor. Also, advertising restrictions may apply. Additionally, LBT will not show any videos or clips that contain any nudity, graphic violence, or explicit language, particularly if any guests may be under the age of 21. LBT is not responsible for any liability due to, but not limited to, video content or licensing.
6. Time; LBT begins setup at the customer's specified time (typically between 4-6 pm). The AirScreen and sound system will be setup within approx. one hour and 45 minutes, weather/wind permitting. Audio equipment setup and testing begins after the screen is standing, and projection tests begin at dusk. The AirScreen will begin deflating approx. 10 minutes after the end of the movie, unless otherwise specified by customer. After the movie, all equipment will be removed within 1.5 hours. Please ensure that we have access to the site for at least 1.5 hours after the movie ends.
7. Every LBT event includes the following: Our Airscreen inflatable movie screen, a projection system, a pro-audio system, on-site technicians, event liability insurance, generators if needed\* (sufficient only for our equipment), an anemometer for measuring wind speed, and backup systems for some of the equipment. Should a bulb fail in the projector, the second bulb in the projector will allow the show to continue, with some reduction in brightness. In the rare event of the total failure of some vital equipment, LBT will reschedule a re-showing at a mutually agreeable time. Responsibility for re-renting the licensed DVD will be the purchasers.

8. If you intend to have other media (sponsorships ads, slides, on-screen Nintendo, music videos, live camera feed, announcements) presented by LBT, your choices of media and advertisements need to be submitted one month before your event. . We will test your specified presentation and project it at the event.
9. No guests are permitted on or near the screen (i.e. kids) or in the projection area. Damage to our equipment caused by moviegoers is the responsibility of the purchaser. Purchaser is responsible for crowd control and security.

## Tips

**What time should the movie begin?** Usually 15 minutes after sunset is perfect timing – but it's up to you. Sunset times for your city are available at [www.weather.com](http://www.weather.com). Enter your zip code and look for "Averages & Records". Next, click on the month and look for the Sunset column. Remember, June has the longest daytimes.

If timing is the issue and you don't mind that the first 20 minutes of the film aren't perfectly visible, we'll begin early. If you want to wait till image is at its best, plan on waiting another 20 minutes. If you're showing a bright film such as Toy Story (animated films are typically brighter), you can start earlier than if you show Ghostbusters, which is darker.

**How far must the projector be from the screen?** Projection is front projection, which means from the viewer's side. For our screen, the projector will end up between 40-60 ft. away. If your selected film is not in widescreen format (fullscreen), the projector will need to be 15-20 ft. closer.

The projector is usually in the middle of the audience, about 4 ft off the ground. This typically has not been a problem at any previous venues. If you need the projector to be elevated more, or projected from a greater or lesser distance, this can be arranged, but it will cost extra.

**How heavy are your screens, will they damage the grass?** The screens are from 200-400 lbs. And the screen equally distributes the weight over its' large surface areas. It will not damage or leave ruts in your grass. If you choose to have the AirScreen standing for a few days, the prolonged exposure to the pressure and the heat from the sun may dry out/brown the grass.

**Do you need to drive on our lawn to deliver the equipment?** No, we can place the equipment without vehicles, but driving on the lawn *greatly* speeds up setup.

## More Tips:

- Headlights from nearby vehicles shining across the screen can be annoying; try to avoid parking situations that will distract from the show.

**Typical Event Time Line**

- 3-4 hrs. before: arrive and setup
- 2-3 hrs. before: all systems are checked and screen up
- 1 hr. before: music, your sponsors ads, games, etc.
- 10 min. before: announcements & host greeting
- Movie begins
- 1 hr. after movie ends: Equipment is removed

X \_\_\_\_\_ Date \_\_\_\_\_

I have read, understood, and agree to the above terms