

Sunset Cinema LLC

2111 Cambridge Court, St. Marys, OH 45885

419-303-7371 or 419-305-6525

email: sunsetcinema.llc@gmail.com website: sunsetcinema.fun

Personal Services Agreement

Agreement made between Sunset Cinema LLC (hereby referred to as SSC) 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 SSC and SSC 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**
2. Contact person: **Julie Kless**
3. Engagement date(s): **7/22/2023**
4. Movie Title: **TBD**
5. Movie Run Time (greater than 2.5 hours adds \$50/ .5 hour) **TBD**
6. Approximate Start Time: **Sunset**
7. Screen Size: **30'**
8. Generator: **No +\$50**
9. Number of shows: **1**
10. Agreed total price: **\$1450**
11. Form of Payment:
12. Notes:

Payment to be made to Sunset Cinema LLC or their representative by City of Willowick Parks and Recreation or their designee who will be solely responsible for total payment. Deposit and signed contract are due **March 24, 2023**. The deposit amount of **\$725** is payable to the address listed above or via the invoice. Deposits are non-refundable. The **signed** contract may be returned to the email address or physical address listed above. Return one signed copy of the contract and keep one for your records.

The balance of **\$725** is payable to Sunset Cinema LLC, and is due **7/22/2023** or at the beginning of each engagement before setup.

Additional terms and conditions: 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 staff/event.
Cell# **440-479-2633**

PURCHASER

Anthony Taylor Mark Huber
Sunset Cinema LLC

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

Sunset Cinema LLC 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. **DEPOSIT and CONTRACT:** The deposit and signed contract must be received by the due date listed above for the contract to be valid. Deposits are non-refundable, and expire after 366 calendar days.
2. **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.
3. **SETUP:** 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 800 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 have the highest quality of picture. 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 thus provide a subpar experience to viewers. Headlights from nearby vehicles shining across the screen will also greatly impact picture quality.**

SSC begins setup approximately 2 hours prior to the movie time/sunset. . The screen and sound system will be set up within approx. one to two hours, weather/wind permitting. Audio equipment setup and testing begins after the screen is standing, and projection tests begin at dusk. The screen will begin deflating approx. 5-10 minutes after the end of the movie. 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.

4. **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 a rental of our generator for power for \$50. 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 SSC. We cannot 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. External equipment requiring electrical power (cotton candy machines, popcorn machines, DJ equipment, etc.) may not be plugged into the same power supply as that which is needed to run SSC equipment.
5. **WEATHER:** Weather is the outdoor event planner's biggest variable. We can't change the weather, but there are ways to plan for it. We will continually monitor the weather with our cell phones and maintain contact with purchasers. You *may* shift event dates due to forecasted inclement weather, but the availability of the new date is not guaranteed until confirmed by SSC.

Decisions concerning canceling the event due to weather should happen prior to SSC staff leaving for the event, and no charges will apply if SSC hasn't begun traveling to the venue. If canceling after SSC staff has begun traveling to the event, the purchaser agrees to pay travel and labor costs of \$200.

If inclement weather occurs while the event is in progress, and less than 50% of the film is presented, SSC guarantees the purchaser one make-up event in the current season on an agreed upon date. The purchaser will be charged a fee of \$200 to cover labor and travel costs for the new event date.

Screens can take winds up to 20 mph (when trees start to sway vigorously). We can set up equipment with winds of up to 15 mph. Once the screen is standing, it can handle winds of 20 mph. Our technicians utilize a handheld anemometer to check wind speeds. Wind Speeds beyond 20 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) SSC reserves the right to protect its own equipment by canceling setup/production. SSC reserves the right to delay setup or to pause the production until suitable weather conditions exist.

6. **MOVIE:** Movies must be licensed DVD's. Licensing must be obtained by the purchaser for the event location. Movie licensing must be taken care of before you begin advertising the title of your movie. Visit www.swank.com for information on film licenses for the title you want. The selected film *must* be available on DVD. Also, advertising restrictions may apply. Additionally, SSC reserves the right to 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 18. SSC is not responsible for any liability due to, but not limited to, video content or licensing.

Movies with run times greater than 2.5 hours will include an additional fee of \$50 and an additional \$50 for each .5 hour beyond 2.5 hours.

7. **RENTAL PACKAGE:** Every SSC event includes the following: Our 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, SSC will reschedule a re-showing at a mutually agreeable time. Responsibility for re-renting the licensed DVD will be the purchasers.
8. **ADS PRIOR TO MOVIE:** If you intend to have other media such as sponsorship ads presented onto the screen, SSC is not responsible for it to properly work. Our equipment can handle some burned DVD's and laptops with HDMI or VGA ports.
9. **SAFETY:** 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. SSC reserves the right to pause or end the event if security, crowd control, or safety concerns arise.

Tips

What time should the movie begin? 15-20 minutes after sunset is perfect timing. Sunset times for your city are available at 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 day times.

If sunset is too late to begin, we'll begin when the event organizer tells SSC staff to begin the movie. Purchaser understands that this will not allow for best picture quality. If you want to wait until the image is at its best, plan on waiting another 20 minutes.

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.

The projector is usually in the middle of the audience, about 3 ft off the ground. This will not block the best audience view of the screen.

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.

Do you need to drive on our lawn to deliver the equipment? In most cases yes, but if a flat hard surface leads to the setup location, we can place the equipment without vehicles. Driving vehicles directly onto the setup area greatly speeds up setup and tear down.

X _____ Date _____
I have read, understood, and agree to the above terms