

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the rental of outdoor movie equipment for use by the Parks + Rec Department to Fun Flicks of Lenexa, Kansas, at a cost to the County not to exceed \$1,756.00.

RESOLUTION NO. 19104, March 21, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department will present its third annual Sand Cinema Outdoor Movie Program at the Longview Beach during June and July this year; and,

WHEREAS, the Director of Finance and Purchasing recommends award of a contract for the rental of outdoor movie equipment to Fun Flicks of Lenexa, Kansas, at a cost to the County not to exceed \$1,756.00; and,

WHEREAS, the rental fees for this equipment will be processed on a purchase order pursuant to section 1030.5, Jackson County Code, 1984, which eliminates the requirement for competitive bidding when items to be purchased can be obtained for less than \$5,000.00; and,

WHEREAS, the attached Agreement with Fun Flicks, for the furnishing of this equipment includes indemnification language that requires the approval of the Legislature; and,

WHEREAS, execution of this Agreement with Fun Flicks is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and is hereby authorized, to execute for the County the attached Agreement with Fun Flicks for the furnishing of outdoor cinema equipment rental, and any other documents needed to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19104 of March 21, 2016, was duly passed on March 28, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

3.28.16
Date


Mary Jo Spino
Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 300 1654 56670
ACCOUNT TITLE: Park Enterprise Fund
Recreational Programs
Rent - Miscellaneous
NOT TO EXCEED: \$1,756.00

March 11, 2016
Date


Director of Finance and Purchasing



Invoice

If printing and mailing your contract to us, please mail to:
 15621 W 87th ST #153 Lenexa, KS, 66219
 FAX: 913-310-9991

Billing Information

Jackson County Parks & Rec
Troy Thomas, Director of Finance
 22807 Woods Chapel Road
 Blue Springs, MO 64015

Order No: 1294285
Order Date: 2/29/2016
Rep: Deb Caldwell

Home Phone:

Cell Phone: (913) 568-8593
Office Phone: (816) 503-4831

Screen Rental Date: 6/17/2016
Arrival Time: 7:00pm
Movie Start Time: 9:00pm
Movie End Time: 11:30pm

Delivery Location

Longview Lake Beach
Troy Thomas, Director of Finance
 11101 Raytown Rd
 Grandview, MO 64111

Delivery Method: Fully Staffed
Surface Type: Grass - Allow Stakes

Name	Qty	Total
26-ft (20x12 Viewable) Blockbuster Movie Screen	1	\$799.00
All Projection, Sound & Cables	1	\$0.00
Tip Your Host for Great Service!	1	\$0.00
Weather Assurance Weekend Upgrade	1	\$0.00

Order subtotal	\$799.00
Discount	\$0.00
Surcharge*	\$0.00

Delivery	\$0.00
Staffing	\$0.00
Total	\$799.00
Amount Paid	\$0.00
Balance Due	\$799.00

Please Note: Final Balances are due 14 days prior to your event date.
Your reservation is not confirmed in our system until we have received your signed contract (either online, fax or mail).

Event Rental Agreement

Our goal is to provide you with friendly, 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 payment or payment in full, you are agreeing to these terms and conditions described on the front invoice and below. Please read the following and feel free to call anytime with questions or concerns.

DEPOSITS & FINAL PAYMENTS

DEPOSITS: An initial deposit in the amount of 50% of your event total is required to confirm your event date along with a signed copy of this contract. This deposit is non-refundable inside 21 days from your event date. The final balance for your equipment rental is due 14 days prior to event date. For reservations made inside 14 days, the full payment is due to confirm the reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed contract.

FINAL PAYMENTS: Your screen rental is subject to cancellation if we have not received your final payment 14 days prior to your event. If you cannot make the final payment at least 14 days prior to your event date, please notify us so that we can make alternate acceptable payment arrangements, or cancel your reservation in our system. **There is a \$35 charge for all returned checks.**

CANCELLATION FEE POLICY

We always give you 6 full months to reschedule your event date instead of forfeiting funds	
Cancellation Inside 14 Days from Event Date	No Refund
Cancellations 15-29 Days from Event Date	1/2 of Deposit Refunded
Cancellations 30+ Days from Event Date	Full Refund, Less a \$39 Fee

RESCHEDULING FEE POLICY

We sell out quickly and often months in advance. We do not "overbook" our screens or dates. When you reserve with us, you are holding a date and screen that we cannot sell to someone else.	
This fee policy does not apply to weather related rescheduling. Weather related rescheduling can only be done the day of your event, not several days in advance (see Weather Policy below)	
Rescheduling Inside 14 Days from Event Date	\$149 Fee
Rescheduling 15-29 Days from Event Date	\$99 Fee
Rescheduling 30+ Days from Event Date	\$39 Fee

INFORMATION & TERMS

Your movie rental package consists of a complete outdoor theater, including delivery, set-up & removal, and liability insurance covering our equipment and services. A friendly Fun Flicks Technical Host will provide you with everything you see listed here:

- Giant Inflatable Movie Screen
- LCD High Definition (HD) Projection
- Amplified Concert Grade Speakers
- Blu-ray Player
- Sound Mixer, Including Microphone
- Standard Rental Time is 2 1/2 Hours (ask about our Double Feature to make it 5 hours!)

Screen Sizes and Projection Distances

10-foot screen: 10' Tall x 10' Wide x 4' Deep + Add 10' for Projector Table (16:9 Widescreen) (9x5 Viewable area)

16-foot screen: 16' Tall x 16' Wide x 12' Deep + Add 12' for Projector Table (4:3 Full Screen) (12x9 Viewable area)

21-foot screen: 20' Tall x 21' Wide x 16' Deep + Add 15' for Projector Table (4:3 Full Screen) (16x12 Viewable area)

26-foot screen: 20' Tall x 26' Wide x 21' Deep + Add 25' for Projector Table (16:9 Wide Screen) (20x12 Viewable area)

We place a large tarp on the ground that is equal to the above dimensions. The inflated screen will sit on the tarp. The sound system sits just in front of the screen at the corners. The projector will sit on our projection table approximately 10-35 feet in front of, or behind the screen (for rear projection), depending on screen size. The projector table is not tall and your guests can sit in front of, behind or beside the projector table. The screen will NOT fit under most awnings, pavilions or many trees due to the height.

EVENT DAY RESPONSIBILITIES

1. RENTAL PERIOD: Please verify the Movie Start Time on your invoice. This is when we start the movie or entertainment you provide. If you desire to start later, please inform us when we call you the morning of your event. Your Host is expecting a 2.5 hour event (not including setup/breakdown time). **If you start late, and your show runs late, you are agreeing to an extension of your rental agreement starting with the 15th minute after your scheduled end time at a rate of \$50 per 1/2 hour, with a 30 minute minimum, no pro-rating.**

2. EVENT DAY CONFIRMATION CALL: You must be available to take our call between 9:00 AM - 1:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your function. We will also discuss details about your event Host and weather. **We are not able to dispatch our FunFlicks Host, unless we speak with you and confirm your event for that day.** You can agree to receive a text message confirmation from us in lieu of a phone call, if weather is "nice" for the day of your event (less than 20% chance of rain and winds forecasted less than 12 MPH)

3. FUNFLICKS HOST ARRIVAL: Your FunFlicks Host will arrive approximately 1 hour before Movie Start Time indicated at the top of this contract (1.5 hours prior for Popcorn Events). Your FunFlicks Host will call you approximately 30 minutes-2 hours before this arrival time to introduce himself/herself and review driving directions. Sometimes a Host may be delayed due to traffic and other circumstances. **We don't consider a Host late unless the movie did not start on time.** If your Host is running behind, he/she will call you en-route to keep you informed of arrival time. Understand, this equipment can be set up in as little as 30 minutes. We tell the Hosts to arrive 1 hour prior to show time to allow for any emergencies or problems with your set-up location, etc. There is buffer room to allow the Host to have a complete set-up ready by the official Movie Start Time indicated at the top of this contract.

3. FUNFLICKS HOST RESPONSIBILITIES: Your FunFlicks host is provided to deliver & setup equipment, change media, connect gaming consoles & serve popcorn (where applicable), make adjustments and breakdown equipment at the end of your rental period. Our hosts love to help and will do just about anything to make your event great (and earn a tip!), but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside their primary duties listed here.

4. PARKING & UNLOADING: Customer must provide an area for parking and unloading within a reasonable distance from equipment setup location, including any permits or passes needed. We are not responsible for a late start time if our host is required to unload from a far distance.

5. SETUP & BREAKDOWN OF EQUIPMENT: Customer is not to move the equipment in any fashion other than inserting media into DVD/Blu-ray player, pushing play/stop buttons, turning projector on/off or adjusting volume. Customer assumes the risk and responsibility for damage for all other actions. In the event of rain, we will need to move and/or cover equipment to protect it from water damage.

6. SCREEN LOCATION, SIZE & SURFACE TYPE: You are responsible for ensuring our screen will fit at your location. Please refer to the Screen Sizes & Projection Distances above. We normally secure our screens by placing stakes in the ground and securing ropes to the screen. If your event is held on concrete or other surface that will not accept stakes, **you will need to provide**

weighted items to tie off to. Examples would be 35-50 gallon trash cans filled with water, large concrete cinder blocks, anything that weighs 50+lbs. We would require 4-8 weighted items depending on wind that night. If there are sprinkler systems in the area, please ensure they are turned off for the duration of your rental period.

7. LIGHTING: Make sure there is the least amount of light possible in the area where the screen will be located. Because our screens are capable of both front & rear projection (10' & 16' ONLY), any lights behind the screen will be seen through the screen during your film. Please keep this in mind when selecting a location for your screen rental.

8. ELECTRICAL REQUIREMENTS: You must provide 1 110volt/20amp electric circuits/breakers. For distance over 100 ft from screen setup location, you must also provide 12 gauge extension cords. We provide the first 100' as part of our setup. Screen location can be no farther than 300 ft since your breaker will likely trip due to such a long cord run. If you provide a generator, a model with 3500+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if a customer provided generator will not power our equipment.

9. CUSTOMER PROVIDED MEDIA: You are responsible for providing a commercial DVD or Blu-ray disc for your event.

A. We are not responsible for custom burned non commercial media that does not work in our equipment.

B. Any public performance licenses associated with any movie or media to be played or any other permits required by any regulation are the sole responsibility of the customer.

10. NON-MOVIE EVENTS: If you are using our equipment for something other than a movie, please note the following:

a. Live TV Events: Customer is responsible for providing a fully functional cable or satellite box extended to the location where our projection table will be setup. Live TV Events require an additional \$99 charge as part of your reservation.

b. Video Gaming Events: Customer is responsible for providing all video game consoles, games, controllers and any other equipment need to play. FunFlicks is providing the adapters need to connect your gaming console to our projection and sound system. The use of video gaming on our system any time during your event requires the purchase of the Video Game Option as part of your reservation. **NOTE:** HDMI connections are not supported and your game system must have RCA connections to work with our systems.

c. Laptop/PC Connections & Presentations: Our projection systems support VGA connections for video. Customer is responsible for providing a working laptop/PC with a VGA connection. We are not responsible for incompatibility with your system, software or connection types.

11. CUSTOMER RESPONSIBILITY: It is the customer's FULL RESPONSIBILITY to ensure the safety of our host & equipment, and will be held 100% liable for damage due to recklessness, vandalism, neglect, accident, sprinkler systems, or for whatever reason will be the responsibility of individual/company listed on our invoice as Customer. Full payment for damage to equipment or labor for cleanup will be expected within 7 days of your event. You will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet. This covers our time for cleaning and drying all equipment. Your actual charge may be higher once we determine actual damage to our equipment.

WEATHER POLICY:

We DO NOT postpone your event for weather related reasons until the day of your event.

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 reschedule your event prior to the day of your rental, you will 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 12+ MPH for the period starting two hours before, during and two hours after your event, we reserve to the right to postpone your rental for that date in order protect our equipment and the safety of our hosts. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize possible wind damage to our screens.

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 is the tool used to verify weather percentages. Simply visit 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 3:00 PM on the day of the event(10 AM for out of town events) to make a final decision, using the following four 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 in accordance with the Weather Assurance Plan chosen during your reservation (Weekday or Weekend).
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. **Proceed With Backup Plan:** We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with your selected Weather Assurance Plan.

FunFlicks does not refund event payments in case of weather related cancellations. You will have 6 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. RESCHEDULE DATES ARE LIMITED TO SUNDAY-THURSDAY unless you purchased an upgrade to the weekend Weather Assurance Plan at the time you made your reservation.

MALFUNCTIONING EQUIPMENT: If the equipment malfunctions or fails as a result of normal use during an event, FunFlicks will attempt to replace the equipment with similar equipment in good working order, if available, as soon as possible. FunFlicks is not responsible for any incidental, consequential or emotional damages caused by delays, equipment malfunction or otherwise. FunFlicks will make every attempt to provide a successful screen rental for your function. All equipment is new and under warranty for your assurance - however there is always a risk of malfunctioning equipment. FunFlicks will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail and you do not get an event on your scheduled date.

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.

This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this contract. Any rescheduled event is subject to availability at the time of cancellation or postponement.

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

Signature

Date

Troy Thomas, Director of Finance

Printed Name