



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

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William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
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Consent Agenda Item (Action Item): Consider entering a contract agreement with Fun Flicks Outdoor Movies to provide a showing of an outdoor movie (The Polar Express) on December 15, 2021 at the Floyd County Board of Education Central Office.

Applicable State or Regulations: KRS 162.90 Powers and Duties of the Local Board

Fiscal/Budgetary Impact: There will be no fiscal impact. The event is being hosted in partnership with Anthem BC/BS. Floyd County Schools will initially pay \$1181.42 to Fun Flicks Outdoor Movies; however, Anthem BC/BS will reimburse the fee.

History/Background: Floyd County Schools strives to create positive lasting relationships with students, families, and community stakeholders. The district is planning a community outreach project for December 15, 2021 at central office. This event will include a drive-in movie, Covid-19 vaccinations, and student showcases. The activities included for the event will support family engagement, literacy, and community health.

Recommended Action: Contract agreement with Fun Flicks Outdoor Movies to host a drive-in movie at central office to promote family engagement, literacy, and community health for students, families, and communities.

Contact Person(s):

Anna Shepherd, Floyd County Schools Superintendent 606.886.2354

Superintendent

Date:

November 22, 2021



Invoice

If printing and mailing your contract to us, please mail to:

Thomas & Braun LLC

501 Darby Creek Road, Suite 49a
Lexington, Kentucky, 40509
Phone: (855) 212-3827

Billing Information

Floyd County Board of Education

Anna Shepherd

442 KY-550

Eastern, KY 41622

Home Phone:

Cell Phone:

Office Phone: (606) 886-2354

Order No: 8884445

Order Date: 11/22/2021

Rep: Jonathan Berry

Screen Rental Date: 12/15/2021

Arrival Time: 4:00pm

Movie Start Time: 6:00pm

Movie End Time: 8:30pm

Delivery Location

Anna Shepherd

442 KY-550

Eastern, KY 41622

Delivery Method: Fully Hosted

Surface Type: Cement / Pavement

Name	Qty	Total
26-ft (20x12 Viewable) Blockbuster Movie Screen	1	\$999.00
FREE Weather Assurance Plan (Subject to Availability)	1	\$0.00
Order subtotal		\$999.00
Discount		\$0.00
Surcharge*	8.25%	\$82.42
Delivery		\$100.00
Sales Tax		\$0.00
Total		\$1,181.42
Amount Paid		\$0.00
Balance Due		\$1,181.42

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until you have signed your contract (either online, or sent via fax or mail).

Equipment 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 or payment in full, you are agreeing to these terms and conditions described on the invoice above and Rental Agreement 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 rental total is required to confirm your event date along with a signed copy of this Rental Agreement. This deposit is non-refundable inside 29 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 Rental Agreement.

FINAL PAYMENTS: Your equipment 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.**

PAYMENTS TYPES: We accept Visa, Mastercard, Discover, Checks, E-Checks, and PayPal. We also accept American Express by using PayPal.

☐ Agree

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 or Must Pay 100% of Rental
Cancellations 15-29 Days from Event Date	Forfeit 50% of RentalTotal
Cancellations 30+ Days from Event Date	Full Refund, Less a \$39 Fee

☐ Agree

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	\$199 Fee
Rescheduling 15-29 Days from Event Date	\$99 Fee
Rescheduling 30+ Days from Event Date	\$39 Fee

INFORMATION & TERMS

Your equipment rental package consists of a complete outdoor theater, including delivery, set-up & removal, and liability insurance covering our equipment and services. A friendly FunFlicks 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

16-foot screen: 16' Tall x 16' Wide x 12' Deep + Add 12' for Projector Table(4:3 Full Screen) (12x9 or 12x7 Viewable area)

21-foot screen: 16' Tall x 22' Wide x 16' Deep + Add 15' for Projector Table(16:9 Wide Screen) (16x9 Viewable area)

26-foot screen: 22' Tall x 30' Wide x 21' Deep + Add 25' for Projector Table(16:9 Wide Screen) (20x12 Viewable area)



32-foot screen: 25' Tall x 34' Wide x 25' Deep + Add 30' for Projector Table(16:9 Wide Screen) (25x16 Viewable area)

40-foot screen: 28' Tall x 40' Wide x 28' Deep + Add 35' for Projector Table(16:9 Wide Screen) (30x17 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 10-75 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.

PLEASE NOTE: If we offer a 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.

EVENT DAY RESPONSIBILITIES

☐ Agree

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 - 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.**

☐ Agree

2. EVENT DAY CONFIRMATION CALL: You must be available to take our call between 11:00 AM - 1:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your rental. 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 15 MPH).

☐ Agree

3. FUNFLICKS HOST ARRIVAL: Your FunFlicks Host will arrive at a time based on your Movie Start Time indicated at the top of this Rental Agreement. 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 early enough 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 Rental Agreement.

☐ Agree

3. FUNFLICKS HOST RESPONSIBILITIES: Fully hosted events are subject to host availability and are not guaranteed for screen sizes 18-ft and smaller. This means that we reserve the right to have our host deliver, setup and break down your equipment as scheduled, but not stay on-site during the entire event. 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.

☐ Agree

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.

☐ Agree

5. SETUP & BREAKDOWN OF EQUIPMENT: Fully hosted events are subject to host availability and are not guaranteed. We reserve the right to drop off equipment at your location. If we must drop off equipment for your event, it is agreed that a FunFlicks representative is the only person to deliver, setup, breakdown and put away 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 however, we would ask that the customer move and/or cover equipment to protect it from water damage.

☐ Agree



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 100+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.

☐ Agree

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, 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.

☐ Agree

8. ELECTRICAL REQUIREMENTS: You must provide 2 standard 110volt/20amp electric outlets on separate circuits/breakers. We provide extension cords for distances up to 100-ft. For distance over 100-ft from screen setup location, you must provide 12 gauge extension cords to reach your electrical outlets. Screen location can be no farther than 300 ft from an electrical outlet since your breaker will likely trip due to such a long cord run. If you provide a generator, a model with 5000+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if customer provided generator will not power our equipment. Generators are available from us at an additional charge.

☐ Agree

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

- a. We are not responsible for custom burned 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.

☐ Agree

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

- 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 \$100 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 needed to play. FunFlicks is providing the adapters needed 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 only available in some markets. Please verify what connectors/adapters are needed prior to your event date.
- 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.

☐ Agree

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:

☐ Agree

We DO NOT cancel 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 cancel/reschedule your event prior to the day of your rental, you will be required to pay a rescheduling or cancellation fee (see Fee Schedule).

50%+ CHANCE OF RAIN: If there is a 50%+ chance of rain or if winds are forecasted to be 20+ MPH for the period starting two hours before, during and two hours after your event, we reserve the right to cancel your rental for that date in order to protect our equipment, the safety of our hosts and your guests. 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 50% CHANCE OF RAIN: We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

☐ Agree

PROCEED/POSTPONE WEATHER OPTIONS: It is agreed by both parties that www.weather.com (<https://www.weather.com/>) is the tool used to verify weather percentages. Simply visit www.weather.com (<https://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 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 that comes with your rental (Weekday or Weekend). Please keep in mind that screens 18-ft screens & smaller are limited to Sun-Thu rescheduling unless you have purchased the weekend upgrade.
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 the Weather Assurance Plan that was provided with your equipment rental.

☐ Agree

FunFlicks does not refund event payments in case of weather related cancellations. You will have 6 months to reschedule your equipment rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan that was provided with your equipment rental. FOR 12' AND 18' SCREENS, 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. All other screen sizes will have a Weather Plan commensurate with the day of the week originally booked.

ADVERTISING, PHOTOGRAPHS & PROMOTION: The customer gives their full consent and permission to FunFlicks Outdoor Movies of Texas its 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 may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

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 equipment 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 Rental Agreement, 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 Rental Agreement. Any rescheduled event is subject to availability at the time of cancellation or postponement.

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

Anna Shepherd
Signature

11-23-21
Date

Anna Shepherd
Printed Name

