



DOWNTOWN DEVELOPMENT AUTHORITY

June 13, 2022 at 9:00 AM

950 Senoia Road, Tyrone, GA 30290

Billy Campbell, Chairman
Jeni Mount, Vice-Chairman

Luci McDuffie, Treasurer
Ernie Johnson
John Kaufman
Nathan Reese
Adam She

Brandon Perkins, Town Manager
Phillip Trocquet, Town Planner
Ciara Willis, Secretary
E. Allison Ivey Cox, Town Attorney

AGENDA

The meeting can be accessed live at www.tyrone.org/youtube. If you do not plan to attend, please send any agenda item questions or comments to Town Manager Brandon Perkins (bperkins@tyrone.org).

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The DDA or staff may respond at a later date.*

V. APPROVAL OF AGENDA

VI. APPROVAL OF MINUTES

1. Approval of minutes from May 9, 2022.

VII. OLD BUSINESS

2. Approval of the DDA's FY2023 Operating Budget. -**Brandon Perkins, Town Manager**
3. Consideration of an official logo for the DDA. -**Phillip Trocquet, Town Planner**

VIII. NEW BUSINESS

- [4.](#) Consideration of a contract with Southern Outdoor Cinema, LLC in the amount of \$1,499.00 to provide all necessary equipment and a technician to host a movie in the park for the July First Friday event.

IX. PUBLIC COMMENTS

X. STAFF COMMENTS

XI. BOARD COMMENTS

XII. EXECUTIVE SESSION

XIII. ADJOURNMENT

TYRONE DOWNTOWN DEVELOPMENT AUTHORITY

Section [PN], Item 1.

MINUTES

May 09, 2022 at 9:00 AM

Billy Campbell, Chairman
Jeni Mount, Vice-Chairman

Luci McDuffie, Treasurer
Ernie Johnson
John Kaufman
Nathan Reese
Adam She

Brandon Perkins, Town Manager
Phillip Trocquet, Town Planner
Ciara Willis, Secretary
E. Allison Ivey Cox, Town Attorney

I. CALL TO ORDER

Chairman Campbell called the meeting to order at 9:00 am. The meeting was also available via YouTube Live.

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The DDA or staff may respond at a later date.*

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Treasurer McDuffie, Seconded by Board Member Kaufman.

Voting Yea: Chairman Campbell, Vice-Chairman Mount, Board Member She, Board Member Johnson, Board Member Reese.

VI. APPROVAL OF MINUTES

1. Approval of minutes from April 11, 2022.

A motion was made to approve the minutes from April 11, 2022.

Motion made by Board Member Reese, Seconded by Board Member Johnson.

Voting Yea: Chairman Campbell, Vice-Chairman Mount, Treasurer McDuffie, Board Member She, Board Member Kaufman.

VII. OLD BUSINESS

2. Consideration of an official logo for the Tyrone Downtown Development Authority. -
Brandon Perkins, Town Manager

Mr. Perkins shared an updated draft logo design in two different color varieties. Chairman Campbell asked if anyone had any remarks regarding the current draft logo design. Vice-Chairman Mount stated that the logo design should be more concise to convey what the DDA represents. Chairman Campbell asked Mr. Trocquet if he could simplify the design. Mr. Trocquet stated that the design could be simplified by either changing to text-only or by altering the design. The Board agreed that they would continue to work towards a final logo design.

3. Consideration and approval of an official mission statement for the Tyrone Downtown Development Authority. -Brandon Perkins, Town Manager

A motion was made to approve the official Tyrone Downtown Development Authority mission statement, which states, "The mission of the Downtown Development Authority of Tyrone is revitalization and redevelopment of the Town Center District by promoting and stimulating economic development leading to a sustainable and vibrant downtown".

Motion made by Board Member She, Seconded by Board Member Kaufman.
Voting Yea: Chairman Campbell, Vice-Chairman Mount, Treasurer McDuffie, Board Member Johnson, Board Member Reese

VIII. NEW BUSINESS

4. Review of the proposed DDA budget for FY2023. -Brandon Perkins, Town Manager

Mr. Perkins presented a proposed DDA budget for FY2023 that was based on the \$47,250.00 seed funding provided by the Town. He also stated that the Board could amend the budget during the year if they deemed it necessary. The proposed budget included \$44,800.00 in expenses for FY2023 (July 1, 2022-June 30, 2023). Mr. Perkins asked that the Board provide feedback regarding the proposed budget for FY2023 by the June 13th meeting.

IX. PUBLIC COMMENTS

Mr. Daniell Drummond, a resident on Donegal Drive spoke about the logo design for the DDA. He encouraged the Board to consider the cost and the color before deciding on the final logo design.

X. STAFF COMMENTS

Mr. Perkins thanked Mr. Drummond for his time and comments concerning the DDA logo.

XI. BOARD COMMENTS

Board Member Kaufman asked about the property located next to Shamrock Park. Mr. Trocquet stated that the property is under contract. He also added that the property is zoned as mixed-use, which would allow the developer flexibility with the building design.

Board Member Johnson inquired about the banner in front of Shamrock Park. Mr. Perkins stated that the Town staff was working on a banner for the upcoming First Friday event.

In addition, he was working on ways to make the banner area more appealing to people driving by the park.

Board Member Reese shared that the color of a logo design would directly affect the cost to create different items, such as embroidered clothing and promotional supplies. He emphasized that the Board should consider the overall cost when selecting colors for the logo design.

Chairman Campbell thanked Attorney Cox, Mr. Perkins, and Mr. Trocquet for their hard work and contributions to the DDA.

XII. EXECUTIVE SESSION

XIII. ADJOURNMENT

A motion was made to adjourn.

Motion made by Treasurer McDuffie, Seconded by Vice-Chairman Mount.

Voting Yea: Chairman Campbell, Board Member She, Board Member Johnson, Board Member Kaufman, Board Member Reese

The meeting adjourned at 9:55 am.

By: _____
Billy Campbell, Chairman

Attest: _____
Ciara Willis, Secretary



DOWNTOWN DEVELOPMENT AUTHORITY AGENDA ITEM STAFF REPORT

Section [PN], Item 2.

MEETING DATE: June 13, 2022

AGENDA ITEM TYPE: Old Business

STAFF CONTACT: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Approval of the DDA's FY2023 Operating Budget.

BACKGROUND:

Staff has prepared a proposed budget for the Board's review that is based on the \$47,250.00 seed funding provided by the Town.

FUNDING:

The proposed budget includes \$44,800.00 in expenses for FY2023 (July 1, 2022 – June 30, 2023).

STAFF RECOMMENDATION:

Staff recommends approval of the FY2023 budget as presented.

ATTACHMENTS:

1. Proposed FY2023 Budget

PREVIOUS DISCUSSIONS:

The Board previously discussed the proposed budget on May 9, 2022. No changes were requested.

DOWNTOWN DEVELOPMENT AUTHORITY PROPOSED BUDGET

Section [PN], Item 2.

FUND 750 - DOWNTOWN DEVELOPMENT AUTHORITY FUND
FOR FISCAL YEAR: 2022-2023 PERIOD ENDING: 06/30/2023

	2018-2019 TOTAL ACTIVITY	2019-2020 TOTAL ACTIVITY	2020-2021 TOTAL ACTIVITY	2021-2022 TOTAL BUDGET	2021-2022 YTD AS OF 03/31/2022	2022-2023 REQUESTED BUDGET
REVENUE						
DEPARTMENT 00 - NON DEPARTMENTAL						
CLASS 33 - INTERGOVERNMENTAL						
750-00-33.6300 TOWN OF TYRONE CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
CLASS 33 - INTERGOVERNMENTAL TOTAL	0.00	0.00	0.00	0.00	0.00	0.00
CLASS 37 - CONTRIBUTIONS/DONATIONS						
750-00-37.1000 PRIVATE CONTRIB & DONATIONS	0.00	0.00	0.00	0.00	0.00	1,500.00
CLASS 37 - CONTRIBUTIONS/DONATIONS TOTAL	0.00	0.00	0.00	0.00	0.00	1,500.00
CLASS 39 - OTHER FINANCING USES						
750-00-39.1001 FUNDS CARRIED FORWARD	0.00	0.00	0.00	0.00	0.00	47,250.00
CLASS 39 - OTHER FINANCING USES TOTAL	0.00	0.00	0.00	0.00	0.00	47,250.00
REVENUE TOTAL	0.00	0.00	0.00	0.00	0.00	48,750.00
EXPENSE						
DEPARTMENT 75 - ECONOMIC DEVELOPMENT						
CLASS 52 - PURCHASED/CONTRACTED SVC						
750-75-52.1201 LEGAL SERVICES	0.00	0.00	0.00	0.00	0.00	10,000.00
750-75-52.1205 ENGINEERING SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
750-75-52.1300 TECHNICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
750-75-52.1350 SPECIAL PROGRAM SERVICES						15,000.00
750-75-52.2203 GROUNDS MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
750-75-52.2206 BUILDING MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
750-75-52.2320 RENTAL OF EQUIPMENT & VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
750-75-52.3300 ADVERTISING	0.00	0.00	0.00	0.00	0.00	2,000.00
750-75-52.3400 PRINTING & BINDING	0.00	0.00	0.00	0.00	0.00	1,000.00
750-75-52.3700 EDUCATION & TRAINING	0.00	0.00	0.00	0.00	0.00	500.00
CLASS 52 - PURCHASED/CONTRACTED SVC TOTAL	0.00	0.00	0.00	0.00	0.00	28,500.00
CLASS 53 - SUPPLIES						
750-75-53.1005 SPECIAL PROGRAM SUPPLIES	0.00	0.00	0.00	0.00	0.00	5,000.00
750-75-53.1101 OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	400.00
750-75-53.1103 POSTAGE	0.00	0.00	0.00	0.00	0.00	400.00
750-75-53.1600 SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
750-75-53.1601 SIGNS	0.00	0.00	0.00	0.00	0.00	500.00
750-75-53.1700 OTHER SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
CLASS 53 - SUPPLIES TOTAL	0.00	0.00	0.00	0.00	0.00	6,300.00
CLASS 54 - CAPITAL OUTLAY						
750-75-54.1100 SITES	0.00	0.00	0.00	0.00	0.00	0.00
750-75-54.1200 SITE IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	10,000.00
750-75-54.1300 BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00
750-75-54.1310 BUILDING IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00
CLASS 54 - CAPITAL OUTLAY TOTAL	0.00	0.00	0.00	0.00	0.00	10,000.00
EXPENSE TOTAL	0.00	0.00	0.00	0.00	0.00	44,800.00
FUND 750 DDA FUND TOTAL:	0.00	0.00	0.00	0.00	0.00	3,950.00



DOWNTOWN DEVELOPMENT AUTHORITY AGENDA ITEM STAFF REPORT

MEETING DATE: June 13, 2022
AGENDA ITEM TYPE: Old Business
STAFF CONTACT: Phillip Trocquet

STAFF REPORT

AGENDA ITEM:

Consideration of an official logo for the Tyrone Downtown Development Authority.

BACKGROUND:

The DDA adopted a temporary logo during its April 11, 2022 meeting and asked staff to bring back updated variations to be adopted long-term. New options for the permanent logo were presented during the May 9th meeting and the Board provided staff with feedback. New options based on that feedback will be presented at the June 13 meeting.

FUNDING:

None

STAFF RECOMMENDATION:

Staff recommends approval and adoption of an official logo.

ATTACHMENTS:

None – new options are still being worked on and will be presented at the meeting.

PREVIOUS DISCUSSIONS:

April 11, 2022 and May 9, 2022.



DOWNTOWN DEVELOPMENT AUTHORITY AGENDA ITEM STAFF REPORT

Section [PN], Item 4.

MEETING DATE: June 13, 2022

AGENDA ITEM TYPE: New Business

STAFF CONTACT: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of a contract with Southern Outdoor Cinema, LLC in the amount of \$1,499.00 to provide all necessary equipment and a technician to host a movie in the park for the July First Friday event.

BACKGROUND:

As part of the DDA's First Friday event series, we are making arrangements to host a movie night at Shamrock Park. The attached contract covers the personnel and equipment – including a 28' screen – to facilitate that event.

Note that the contract was still under legal review at the time that this report was prepared, so legal and/or staff may present edits during the meeting. One glaring change is that the contract, as presented, is between the Town and Southern Outdoor Cinema; that will have to be changed to reflect that it is between them and the DDA instead.

FUNDING:

\$1,499.00 from the FY2023 budget.

STAFF RECOMMENDATION:

Staff recommends approval of the contract.

ATTACHMENTS:

1. Draft contract.

PREVIOUS DISCUSSIONS:

None.

Date: 5/18/2022

INVOICE # Town of Tyrone
07/01/2022

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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
Event Date: 07/01/2022 - 28 ' Outdoor Movie services	\$ 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)	

Balance Due: \$ 1,499.00

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>

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.

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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 before Southern Outdoor Cinema begins travel (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 leaves the warehouse	There is a weather cancellation fee of \$125 cancellation fee
Once SOC begins setup	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 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.

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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 or uploaded to Dropbox.com (our id: 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 Contractor, its stockholders, officers, directors, employees, and agents from and against any 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.

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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.

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

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.