

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

SECTION 1. That the contract with Fine Era Productions, LLC, situated at Florence, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to provide and set up projector and projection screen for the State of the City Address, as stated in the attached proposal dated March 11, 2025, at Florence-Lauderdale Coliseum, Florence, Alabama, in the total contract amount not to exceed \$1,400.00 and in accordance with the negotiated terms and conditions, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Fine Era Productions, LLC, is duly licensed by the City of Florence and is qualified, responsible, and competent to perform such work.

SECTION 3. That the contract for such work be awarded to Fine Era Productions, LLC, and that the proper officials of the City execute the contract for such work in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK-TREASURER

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }{

C O N T R A C T

THIS CONTRACT, made and entered into in duplicate, by and between the City of Florence, Alabama, a municipal corporation, party of the first part, to and with Fine Era Productions, LLC, a limited liability company party of the second part.

W I T N E S S E T H:

That for and in consideration of the mutual agreement of the parties, they do consent as follows, to-wit:

I

First party has heretofore accepted the proposal from the second party to provide labor, equipment, materials, and incidentals necessary to provide and set up projector and projection screen for the State of the City Address, as stated in the attached proposal dated March 11, 2025, at Florence-Lauderdale Coliseum, Florence, Alabama, and all in accordance with the negotiated terms and conditions.

And first party has heretofore, in pursuance of law, negotiated with the second party to perform the work. This is a lump sum price agreement in the total contract amount, not to exceed \$1,400.00 (one thousand four hundred dollars) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. All of the work shall be performed in accordance with the negotiated terms and conditions and the work shall be performed at a time agreed upon by both parties.

II

First party employs second party to supply the labor, equipment, materials and incidentals necessary to perform the work as negotiated, all in accordance with the requirements of the City of Florence, which said requirements and all conditions set out in the negotiations are hereby referred to and adopted and made a part of this contract.

Second party shall warrant from any defect in workmanship and materials for a period of one (1) year unless otherwise stated in the attached proposal. This warranty shall exclude any normal wear and tear that may occur due to lack of maintenance or adjustment.

III

Second party, for the same consideration, accepts the said agreement on the terms herein specified and subject to the following conditions, to-wit:

IV

This is a lump sum price agreement in the total contract amount not to exceed \$1,400.00 (one thousand four hundred dollars) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. Additional work to be done or materials to be furnished, which in the opinion of the first party represents a significant quantity, shall be authorized by change order agreement with the second party.

V

The second party must maintain adequate insurance as follows: workman's compensation meeting State of Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general aggregate; Employers liability \$500,000.00 each accident; disease – each employee \$5,000.00. The City of Florence shall be named as additional insured to the contractor's liability insurance policy.

VI

The second party warrants that it is properly qualified to perform this contract in accordance with all applicable laws of the City of Florence, the State of Alabama and the United States.

The second party shall (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) during the performance of this contract, participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations; and (4) require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit before a notary public that the establishing that the subcontractor is enrolled in the E-Verify program.

VII

The first party shall make partial payments to the second party on or before the 15th day after receiving a duly certified and approved estimate of work performed during the proceeding calendar month by the second party, less 5% (five percent) of the total amount of the first 50% (fifty percent) of the total project which is to be strictly in accordance with this agreement, and until such work has been accepted by the first party.

Final payment on account of this agreement shall be made within 15 (fifteen) days after final acceptance by the first party.

VIII

Each and every provision of law and cause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted herein and if correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

IX

Second party agrees to indemnify and save harmless first party from any claim, action or cause of action for damages, both property and personal, including death, which may arise from and during operations be by it or anyone directly or indirectly employed by it.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the second party is an independent contractor and not an employee, agent or representative of the first party. It is expressly understood and agreed that this contract is entered into solely

for the mutual benefit of the parties herein and that no benefits, rights, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

Executed at Florence, Alabama, this _____ day of _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____

ATTEST:

MAYOR

FIRST PARTY

FINE ERA PRODUCTIONS, LLC
a limited liability company

BY: _____

ATTEST:

ITS: _____

SECOND PARTY



Fine Era Productions, LLC
 4002 Helton Drive, Suite 9
 Florence, AL 35630
 256-333-6444

Invoice

Date: 03/11/2025
 Invoice No.: 466
 Event Date: 06/12/25
 Location: Florence-Lauderdale
 Coliseum, Florence,
 AL
 Time:

Bill To:
 City of Florence

Item	Description	Qty	Unit Price	Total
Projection Screen - 12' Portable Kit	12' projection screen w/frame, case	2	\$150.00	\$300.00
Projection Screen - Underside Drape	Black drapery under screen 5' x 12' black poly premier drape panel (3) Crossrod under projection screen	2	\$75.00	\$150.00
Pipe and Drape Kit - Poly Premier Black 8'	2 black poly premier drape panels w/6-12' upright, base plate, crossrod	3	\$40.00	\$120.00
Projector - 6000 Lumen	NEC 6000 lumen laser projector w/remote	2	\$250.00	\$500.00
Microphone Stand - Telescoping Boom	Telescoping boom microphone stand	2	\$8.00	\$16.00
Media Cable Package - HDMI	50' active HDMI cable 25' HDMI cable 10' HDMI cable (3) 1x4 HDMI splitter Lightening to HDMI adapter Aux-dual XLR Power strip w/USB ports Table (4' or 5') Black table linen 4 outlet power quad 10'-20' black extension cord (2) 40'-50' black extension cord (2)	1	\$100.00	\$100.00
Power Cable Package - State of the City	4 outlet power quad 10'-20' black extension cord (4) 40'-50' black extension cord (2) 100' black extension cord Metal power strip (2) Power strip w/USB ports	1	\$75.00	\$75.00
Discount - Customer Appreciation	Thank you for prior business	1	-\$161.00	-\$161.00
Labor - Delivery/Set Up/System Che	Delivery, Set Up, System Check, and Pick up - Florence, AL	1	\$300.00	\$300.00

Item	Description	Qty	Unit Price	Total
ck/Pick up				

Total \$1,400.00
Balance Due \$1,400.00

06/12/25
State of the City
Contact:

SERVICE POLICY:

All equipment and accessories being used to provide service belong to Fine Era Productions, LLC. These items are to remain at location for duration of service.

Customer is responsible for damage regardless of the source as well as missing or stolen equipment.

Charges will apply for damaged, missing or stolen equipment.

Should rain or extreme weather occur before the event hours and interfere with load in/set up of equipment service provider will consult with customer/organizers/planners to discuss the best course of action. If a delayed load in/set up is not possible and the event can not take place on the scheduled date a partial refund payment (minus the non-refundable deposit) will be issued.

Once service provider has loaded in and set up equipment there will be no refund should rain or extreme weather interrupt or interfere with the event.

Service provider will remain at event location for the duration of scheduled event time to continue providing services if weather and environmental considerations permit.

RENTAL POLICY:

Rental equipment is designated for use by the individual, business, or organization listed in this agreement.

Equipment should not be used by any one not listed in this agreement.

Once rental equipment is acquired the customer assumes responsibility for the care and safe keeping of equipment.

Customer is responsible for damage regardless of the source as well as missing or stolen equipment.

Charges will apply for damaged, missing or stolen equipment.

Charges will apply for late rental returns or incomplete returns.

Charges will apply when rental equipment is returned uncleaned.

INSTALLATION POLICY:

Payment Details:

Payment for installation items and material is required prior to those items being installed unless an alternative payment schedule has been discussed with customer. Remaining balance is required prior to completion of installation. This includes labor and items which may not be included in total cost at the start date of installation. Any modifications to installation plans which will alter the total cost will be discussed with customer.

Schedule Delays:

Should factors outside of service provider's control interfere with scheduled completion date of installation there will be no form of price reduction or fee's implemented. Service provider will consult with customer to determine the options.

These factors include but are not limited to the following:

- Delays and/or complications with or resulting from other contractors
- Unforeseen complications with existing facility or complications with proposed facility building plans
- Holds or delays on items or material manufacturing or shipping
- Holds or delays on project financing
- Changes of installation plans and/or equipment being installation
- Inclement whether

Completion and Warranties:

Once installation has been completed and confirmed to be in proper operating condition by both parties the service provider is no longer responsible for maintaining the system(s) installed.

Customer is responsible for registration and warranty activation of installed items. Should system maintenance or item repair/replacement be required service provider will consult with customer to determine the options. There may b

e a service charge depending on complexity of service required.

DEPOSIT:

Deposit is non-refundable if event/rental is canceled, changed to date service provider/equipment is unavailable, or can not take place for any reason. Deposit is only refundable if service provider is unable to provide service/rental.

By signing below and/or paying deposit customer confirms he/she has read and fully understands/agrees to the above policies, requirements, pricing and terms. Invoice cannot be accepted with hand written revisions.

On behalf of (business, organization, or other entity)
