



LASSEN COUNTY

Health and Social Services Department

- ☒ **HSS Administration**
- ☐ **Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128
- ☐ **Grant and Loans Division**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-2683
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112
- Chestnut Annex**
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112
- ☐ **Patients' Rights Advocate**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8322
- ☐ **Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Community Social Services**
336 Alexander Avenue
Susanville, CA 96130
- LassenWORKS
Business & Career Network**
PO Box 1359
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8277
- Adult Services**
PO Box 429
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8158
- ☐ **HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530) 251-2614

Date: April 9, 2019

To: Jeff Hemphill, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health and Social Services

Subject: Agreement with BeforeTheMovie, Inc. for Oral Health
Advertising Services for Fiscal Year 19/20

Background:

In February 2019 the Lassen County Board of Supervisor approved a Grant with the California Oral Health program in the amount of \$145,494 for the next five years. As part of the work plan we are required to launch health literacy campaigns and as a result we are partnering with BeforeTheMovie, Inc. to run 30 second advertisements on 6 screens for the duration of the contract. Approval of this contract will allow us to meet our objectives of the grant.

Fiscal Impact:

There is no impact to County General Funds. This will be paid with funds from the Oral Health Grant.

Action Requested:

Approve the Agreement



Advertiser desires to place advertisements with BeforeTheMovie, Inc. ("BTM") for exhibition at the Location(s) specified, and upon the terms set forth herein, including the BTM Insertion Order Agreement "Terms and Conditions" included with this agreement and Advertiser acknowledges receipt of said Terms and Conditions. **It is agreed as follows:**

Advertiser Info

**Lassen County Public
Health Oral Health
Program**

Jeanne Muttera,

1445 Paul Bunyan Road Suite
B
Susanville, California, 96130
(530) 251-8135 (p)
(c)
jmuttera@co.lassen.ca.us

Agency Info

Sales Info

SAE: Todd Stritter,
Phone: (888) 453-7469
Fax: (707) 981-4325
Email:
todd@beforethemovie.com
AE:

Billing Contact

Sue Bardouski
sbardouski@co.lassen.ca.us

Creative Contact

Jeanne Muttera
jmuttera@co.lassen.ca.us

Start	End	Venue	Screens	Plays	Length	Segment	Term	Rate	Total
03/22/2019	Mar 22 2020	OCCUC	6	One	30	N/A	12 Mo.	\$672	\$8064.00

*OCCUC refers to Uptown Cinemas - 501 Main Street - Susanville, CA 96130 Sierra Theater - 819 Main St. - Susanville, CA 96130

Authorizing Signatures

By signing below you affirm that you are the authorized person for Advertiser to execute this Insertion Order Agreement and the above information is true and correct. Advertiser agrees to make all payments according to the terms of this agreement. Advertiser acknowledges that this Agreement is subject to the BeforeTheMovie Terms and Conditions which accompanied this Insertion Order. **Do not sign this agreement if you have not read and accepted the BTM Terms and Conditions.** If you would like a copy of the BTM Terms and Conditions, please contact your sales rep or call BeforeTheMovie at 888-453-7469 prior to signing this Advertising and Insertion Order Agreement.

1. **Design Services:** Subject to the BTM Terms and Conditions received by Advertiser, BTM shall design and produce a digital multimedia advertisement ("Spot") consisting of both animation and/or image displays and background music or where applicable, analog static film slide for display on the selected Theatre Screens.

- a. **Media:** The creative Spot will be produced using: (1) media material supplied by the Advertiser, provided that the material is received by BTM within fourteen (14) days from the execution of this Agreement; or (2) if BTM does not receive all said materials from Advertiser within 14 days, BTM is authorized to use agency photos and agency copy to produce the Spot.
- b. **Design Approval:** Approximately 14 days prior to the Spot launch, BTM will provide Advertiser with a Spot proof on BTM's website, in print form or through E-mail. Advertiser is solely responsible for errors once proof has received final approval, whether by written signature, E-mail acknowledgment or by clicking the Spot Approval button on the web site. Advertiser acknowledges that time is of the essence, and failure to provide approval no later than 10 days prior to launch may reduce the length of the Spot Flight and/or Services without penalty to BTM.

2. **Display of Spot:** Subject to the BTM Terms and Conditions received by Advertiser, BTM will provide Advertiser with on-screen advertising space for display of the Spot(s) at the Theatre(s) according to the table above. The Spot(s) will be played before feature films at the Theatre(s), (before feature films means before movie previews and/or trailers) during the term of this Agreement. (*) The rate herein has been adjusted to reflect a delivery of at least 90% of the screenings promised. Shortfalls may occur due to routine maintenance, upgrades or other events beyond BTM's control. Make goods will be provided for any shortfall that is greater than 10%.



BEFORE THE MOVIE

BeforeTheMovie, Inc. Advertising and Insertion Order Agreement

3. **Term:** The term of this Agreement is the term stated above on page one and shall commence upon the execution of this Agreement and shall continue for the period stated above on page one. BTM may automatically extend the term for such time as needed to run the contracted number of Spots. This agreement will automatically renew for like subsequent periods, unless terminated by either party by written notice sent to the other at the above address, at least sixty (60) days, but not more than 6 months prior to the expiration of the original term or any then current renewal terms. The commencement date of this agreement shall be the commencement date written above or the initial date for which BTM services are billed hereunder, whichever is later.

4. **Severability:** If any provision of this Agreement shall be found to be invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such provision or the validity of any other provision shall be in any way affected thereby.

5. **Choice of Law:** This Agreement, which will be governed by California law, contains our entire agreement concerning theatre advertising and, as such, supercedes any verbal discussions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement, shall be venued in Solano County, California.

6. **Fees, Payments and Terms:** Advertiser agrees to pay BTM in full upon execution of this Agreement ("Screen Fee"). Upon credit approval by BTM, Advertiser may pay the Screen Fee in installments. If the installment payment option is selected, the billing cycle will commence within 30 days from the date of execution of this Agreement, if payments come into default, BTM reserves the right to call entire balance due and payable.

7. Payments Details:

Total Screen Time Fee: \$8064.00
Insertion Fee Due at Signing: (+) \$249.00
Creative Fee: (+) \$0.00
Total Amount Due: (=) \$8313.00

Payment Type: Check (BTM approval)

You will be invoiced at the beginning of each month and payments are due upon receipt.

Initial Payment Due at Signing: \$921.00
Total Amount Now Due: (=) \$7392.00

Total Installment Amt: \$7392.00
of Installments: (/) 11
Installment Amount: (=) \$672.00

8. Additional Terms:

BTM to create a new :45 second spot for client. In order to make the 03/22/2019 upload date, client must provide all usable creative materials by no later than 02/22/2019, or spot may be pushed to next available upload date. This contract to over ride the remaining terms on previous contract. Thank you for your continued business!

I acknowledge that I have received, read and agree to the BTM Terms of Agreement and I understand that if I default under this agreement, my ad may cease to be displayed and that I am still liable for all payments due under this agreement.

Signature: _____ Print Name: Richard Egan
Lassen County Public Health Oral Health Program
Signature: _____ Print Name: Kenzo Tackling
BTM
Approved as to Form: Robert M. Burns, Lassen County Counsel
Date: 2-22-19
Date: 3-14-19