



## **Fireworks Display Agreement**

This Fireworks Display Agreement (this “Agreement”) is made on the 25th day of April, 2025, by and between **The City of Angleton** (hereinafter referred to as “**Promotor**”), and **Celestial Displays, LLC**, a Texas limited liability company (hereinafter referred to as “**Contractor**”). Promotor and Contractor may be referred to collectively hereinafter as the “Parties”. The primary point of contact for the Promotor is Martha Eighme with a contact number of (979) 849-4364 ext. 2111. The point of contact for Contractor is Michael Hudanish with a contact phone number of (530) 919-9726 or Candy Robinson with a contact number of (832) 721-3631.

### **WITNESSETH:**

WHEREAS, **Promotor** is engaged in promoting the City of Angleton’s Freedom Fireworks Celebration and wishes to have a Fireworks Display for such event.

WHEREAS, **Contractor** has the Personnel, qualifications, training, experience, knowledge and equipment to safely and efficiently discharge Fireworks Displays, and desires to provide such services to Promotor.

NOW THEREFORE, in consideration of the mutual premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Fireworks Display.**

Date: June 28, 2025  
Alternate Date: None, unless promoter would like June 29, 2025 as alternate date  
Location: Brazoria County Fairgrounds; see Figure 1  
Address: 901 S Downing Street Angleton, TX 77515  
Type: Class B Fireworks 1.3G  
Duration: 15 minutes  
Music: Yes, broadcast via Pyrocast App  
Set-Up Date(s): June 28, 2025

Except as otherwise specifically provided in this Agreement, Contractor shall cause the above described Fireworks Display to be performed, together with rendering those services generally relating to or affecting the delivery of the Fireworks Display. Contractor shall discharge the Fireworks Display in a manner consistent with generally accepted practices in the Fireworks Display industry in the United States, and in accordance with those practices conforming with local and State laws and regulations.

2. **Fee.**

- A. ***Contractor shall provide a Fireworks Display with a value of Twenty Thousand Dollars, (\$20,000.00). Promotor agrees to pay Contractor a total payment for production of the Fireworks Display, the sum, or “Total Fee” of Twenty Thousand Dollars (\$20,000.00).***
- B. Such “Total Fee” shall be paid as follows: An initial “Deposit” consisting of fifty percent (50%) of such Fee, Ten Thousand Dollars, (\$10,000.00) shall be paid within fifteen (15) days of a Fully Executed Agreement. The balance of the Fee, Ten Thousand Dollars, (\$10,000.00) is due fifteen (15) days after the scheduled discharge of the Fireworks Display. In the event that the fifteenth (15th) day falls on a Saturday, Sunday or federal holiday, the balance of the Fee shall be due on the next succeeding business day.
- C. In the event such Fee is not paid within fifteen (15) days, Promotor agrees to pay interest on the due and unpaid amount of the Fee in the sum of one and one half percent (1.5%) of the Fee per month, or any portion of a month in which payment of the unpaid balance of the Fee is delinquent.

3. **Responsibilities**

- A. Contractor shall, at its own expense:
  - 1. Provide a trained, experienced Lead Pyrotechnician, licensed by the State of Texas, to supervise the setup, discharge, and post-firing cleanup of the Fireworks Display;
  - 2. Provide additional technicians and assistants as may be deemed by Contractor to be necessary for the proper setup, discharge, and post-firing cleanup of the Fireworks

Display; and

3. Be responsible for any, and all costs associated with the Lead Pyrotechnician and any, and all additional technicians and assistants utilized for the Fireworks Display;
4. Indemnify and hold Promotor harmless against any liability for compensation to any, and all technicians and assistants. The indemnity contained in this Section shall survive the termination of this Agreement or the Fireworks Display.

B. Promotor shall, at its own expense:

1. Secure the use of pyrotechnics, the Brazoria County Fairgrounds field, as depicted in Figure 1, as early as 8 am on June 28, 2025, through June 29, 2025, for pre-display setup and post Display teardown and cleanup;
2. Provide adequate Security Personnel and barricades as reasonably required to preclude unauthorized persons from entering the area designated by Contractor as the area for discharge of the Fireworks Display (the "Exclusion Zone"), once the Fireworks are onsite at approximately 11:00am on the scheduled date of the Fireworks Display. See Figure 1.

#### 4. **Permits and Licenses.**

A. Contractor shall, at its own expense:

1. Procure, and provide Promotor with evidence of, all appropriate valid permits for the Fireworks Display as required by current law;
2. Procure and provide Promotor with evidence of all other federal and State permits and licenses necessary for the transportation, storage and discharge of pyrotechnic materials for the Fireworks Display;
3. Be responsible for, and shall comply with, all laws, rules, ordinances, or regulations of any, and all Authorities Having Jurisdiction (AHJ) over the Fireworks Display; and
4. Subject to the provisions of this Agreement, have the sole and complete responsibility for safety conditions at the Fireworks Display site during setup, discharge, and cleanup of the Fireworks Display.

#### 5. **Security.**

- A. Promotor must provide Security Personnel along the perimeter of the Security Zone once the Fireworks are on site for the scheduled Fireworks Display, June 28, 2025. Security shall be maintained at all times, prior to, during, and immediately after the discharge of the Fireworks Display, until Contractor's Lead Pyrotechnician declares the area safe and clear from hazards and allows persons not associated with the Contractor to enter the area.
- B. Contractor has designated an exclusion zone which contains the fallout area for the Fireworks Display. A secured line must be maintained by Promotor. See Figure 1. Promotor shall ensure that the secured fallout zone is evacuated by all persons and

personal property on the date scheduled for the Fireworks Display. Security will be required to preclude anyone from entering this area other than the pyrotechnic crew, and representatives of the City of Angleton, or Government Officials. The Fireworks Display shall begin no earlier than 9:20m on the scheduled date for the Fireworks Display, with an anticipated 'all clear' time of 10pm. The Display shall not begin later than 10pm

- C. Contractor shall have until June 29, 2025 to remove equipment from shoot site. All remaining pyrotechnics will be removed, or fired immediately following the Display.

**6. Choreographed Music.**

- A. If Promotor desires to have a Fireworks Display choreographed and synched to music, a mutually agreed upon music mix will be provided by Contractor by May 4, 2025, to be approved by the Promotor within 14 days of receiving the soundtrack. Musical suggestions are welcome and appreciated. Promotor will have final approval of soundtrack. If promotor would like to supply the music mix, Promotor must supply musical selection by May 1, 2025.

**7. Conducting the Fireworks Display.**

- A. In order to maintain safety regulations, the parties agree that the local representative of the AHJ (Authority having Jurisdiction) and the Contractor's Lead Pyrotechnician on site each maintain independent final Authority with respect to the discharge of the Fireworks Display. In this instance, the AHJ is the City of Angleton Fire Marshal, or one of their officers. In the event that either the representative of the local Authority Having Jurisdiction, or the Lead Pyrotechnician of Contractor, determines that conditions are such that a Fireworks Display cannot be conducted safely, then the Fireworks Display shall be halted immediately without penalty to Contractor.
- B. In order to maintain safety regulations, the parties agree that the final Authority, with respect to the discharge of the Fireworks Display, shall be with the local representative of the AHJ (Authority Having Jurisdiction) and/or the Contractor's Lead Pyrotechnician on site. In this instance, the AHJ is the County of Brazoria's Fire Marshal, or one of their officers. In the event that either the representative of the local Authority Having Jurisdiction, or the Lead Pyrotechnician of Contractor, determines that conditions are such that a Fireworks Display cannot be conducted safely, then the Fireworks Display shall be halted immediately without penalty to Contractor.
- C. To the extent minor mechanical or electrical issues arise on the date scheduled for the Fireworks Display, at the start time for triggering the Fireworks Display, Contractor shall be allowed a 30 minute window to correct such issues and trigger the Fireworks

Display without any penalty or liability against Contractor. Promotor shall remain responsible for any notification to its guests that Promotor deems appropriate.

D. To the extent feasible, due to various circumstances out of the control of the Contractor, such as inclement weather/wind or any other unforeseen conditions, Contractor will delay the start time for commencement of the Fireworks Display up to and including a total of 60 minutes of delay. In the case of delay due to unsafe conditions within or related to the venue and not related to inclement weather, Promotor shall be responsible to correct the conditions within the 60 minute delay tolerance until the conditions are deemed safe by the AHJ. Except as provided in this Agreement, Contractor shall have no liability to Promotor, its officers, agents, employees, Contractors, or invitees due to failure to discharge the Fireworks Display, whether at the scheduled start time, or at all on the date scheduled for the Fireworks Display, resulting, in whole or in part, from weather and/or wind or other conditions deemed unsafe by the Lead Pyrotechnician and/or AHJ.

8. **Transportation and Storage of Pyrotechnic Materials.** Contractor shall be responsible for the transportation of all pyrotechnic materials to the Display site in full compliance with all applicable federal, State, and local regulations and ordinances regarding the transportation of explosive materials. Contractor shall make no claims against Promotor for any damage or loss relating to the transportation or storage of pyrotechnic materials, except in the event of Promotor's failure to provide Security as set forth in this Agreement.
9. **Cleanup.** At the conclusion of the Fireworks Display, Contractor shall conduct an inspection and cleanup of both the launch site and immediate fallout area of the Fireworks Display site. Any non discharged pyrotechnic materials shall be safely removed from the Display site, and properly disposed of by the Contractor immediately following the Display. Fireworks related debris within a 50 foot radius of the Display site will be cleaned up and removed. Contractor shall have until June 29, 2025 to remove remaining equipment from the shoot site. Contractor shall remove all pyrotechnic equipment and related materials from the Display site and preform a final clean-up of the Security Zone beginning no later than 10am on the day immediately following the Fireworks Display.
10. **Expenses.** Unless otherwise provided herein, Contractor shall furnish, at Contractor's own expense, all pyrotechnic and other materials, supplies, and equipment related to its provision of the Fireworks Display hereunder. Contractor shall not incur any indebtedness on behalf of Promotor without the express written consent of Promotor to specific indebtedness.
11. **Relationship of Parties.** Contractor shall act as an independent Contractor in the provision of services pursuant to this Agreement. Neither Contractor nor any of its agents shall be considered as partners or co-venturers of Promotor for any purposes, nor shall any such persons be entitled to any of the benefits Promotor may provide for its employees. Contractor shall be an independent Contractor under the terms of this Agreement and shall assume all of the rights, obligations, and liabilities applicable to it as an independent Contractor hereunder.

12. **Insurance and Indemnification.**

- A. Before beginning the performance of its duties pursuant to this Agreement, Contractor shall procure and maintain in full force Commercial and General Liability Insurance on and occurrence basis. Promotor, its officers, agents, Contractors, employees, and volunteers shall be named as an additional insured, as their interest may apply, on each policy. Contractor shall provide a certificate of insurance to Promotor upon payment of the first installment paid by Promotor.

Coverage will be provided with the following limits of liability:

Commercial General Liability Insurance:

Bodily Injury and Property Damage Occurrence \$1,000,000 each  
\$2,000,000 in the aggregate

Workman's Insurance

\$500,000 each accident  
\$500,000 each disease/employee  
\$500,000 policy limits

- B. Contractor agrees to indemnify and hold harmless Promotor for any person's personal injuries or for any loss or damage to any person's property that is caused by Contractor's negligence, gross negligence, or breach of any of the terms contained in this Agreement. The Parties expressly acknowledge that the Promoter's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the Promoter is invalid.

13. **Delay/Cancellation/Postponement/Alternate Dates/Reschedule.**

- A. Delay.

1. If, on the date scheduled for the Fireworks Display, delay caused by minor mechanical or electrical issues arise at the start time for triggering the Fireworks Display, Contractor shall be allowed a 30 minute window to correct such issues and trigger the Fireworks Display without any penalty or liability against Contractor. Beyond the 30 minutes delay agreed upon above, Contractor will rebate 12.5% of the Total Fee to Promotor, until a 60 minute total delay tolerance elapses, at which time the Display will be canceled on behalf of Contractor and funds paid as the Deposit rebated to Promotor. Both Parties agree that neither Promotor nor Contractor shall have any further obligations hereunder, except for those provisions which survive termination of this Agreement. Promotor shall remain responsible

for any notification to its guests that Promotor deems appropriate.

2. To the extent feasible, when necessary, due to weather related reasons, Contractor will allow for a delay to the start time for a commencement of the Fireworks Display up to and including a total of 60 minutes of delay. If the weather has not improved enough for the safe firing of the Display within the 60 minute period, the Display will be Cancelled on behalf of the Promotor. Except as provided in this Agreement, Contractor shall have no liability to Promotor, its officers, agents, employees, Contractors, or invitees, due to failure to discharge the Fireworks Display, whether at the scheduled start time, or at all on the date scheduled for the Fireworks Display, resulting, in whole or in part, from wind and/or inclement weather.
3. In the case of delay due to unsafe conditions, as determined by the representative of the AHJ within or related to the venue, and not related to inclement weather or Contractor issues, Promotor shall be responsible to correct the conditions within the 60 minute delay tolerance until the conditions are deemed safe by the AHJ and/or Lead Pyrotechnician. Delay beyond 60 minutes will result in a Cancellation on behalf of the Promotor. Except as provided in this Agreement, Contractor shall have no liability to Promotor, its officers, agents, employees, Contractors, or invitees, due to failure to discharge the Fireworks Display, whether at the scheduled start time, or at all on the date scheduled for the Fireworks Display, resulting, in whole or in part, from weather and/or wind or other conditions deemed unsafe by the lead pyrotechnician, and/or AHJ.

**B. Cancellation.**

1. A Cancellation made by Promotor, for any reason, 7 days or more prior to Display, will incur a Cancellation Fee equaling 25% of the "Total Fee". One-half of the Deposit will be refunded to Promotor. Except as provided by this Agreement, Contractor shall have no liability to Promotor, its officers, agents, employees, Contractors, or invitees, due to failure to discharge the Fireworks Display, whether at the scheduled start time, or at all on the date scheduled for the Fireworks Display, resulting, in whole or in part, from weather and/or wind or other conditions deemed unsafe by the Lead Pyrotechnician and/or AHJ.
2. A Cancellation made by Promotor, for any reason, within 7 day of the Display date, including the day of Display, will incur a Cancellation Fee equaling 50% of the "Total Fee". Except as provided by this Agreement, Contractor shall have no liability to Promotor, its officers, agents, employees, Contractors, or invitees, due to failure to discharge the Fireworks Display, whether at the scheduled start time, or at all on the date scheduled for the Fireworks Display, resulting, in whole or in part, from weather and/or wind or other conditions deemed unsafe by the Lead Pyrotechnician and/or AHJ.

3. Except for Cancellations made by Promotor after 10am on the scheduled date of the Fireworks Display, Promotor may opt to Postpone the Display and pay and additional Fee to Contractor, equaling 12.5% of the "Total Fee", plus applicable Government Fees, and at the availability of the Contractor, reschedule the Display within 365 days of the original Display date. The Deposit will be held in escrow towards Promotor's future event.
4. Any Cancellation made by Promotor after 10am will incur a Cancellation Fee equaling 50% of the "Total Fee". No Postponements may be made after 10am on the day of the scheduled Fireworks Display. Contractor shall be deemed to have earned 100% of the Deposit. Except as provided by this Agreement, Contractor shall have no liability to Promotor, its officers, agents, employees, Contractors, or invitees, due to failure to discharge the Fireworks Display, whether at the scheduled start time, or at all on the date scheduled for the Fireworks Display, resulting, in whole or in part, from weather and/or wind or other conditions deemed unsafe by the Lead Pyrotechnician and/or AHJ.
5. If, on the day of Display, inclement weather, or the threat of inclement weather leads Promotor to Postpone Display prior to 10am, Promotor agrees to pay and additional 12.5% rescheduling Fee to Contractor, and, at the availability of Celestial Displays, reschedule Display within 365 days of the original Display date. The Deposit will be held in escrow towards Promotor's future event.
6. If the local, State or Federal Entities restrict gatherings prior to, or, on the day of the Display, due to Covid-19 precautions, the Deposit will be held in escrow towards Promotor's future event, less applicable costs and expenses. A complete accounting shall be provided to Promotor within fifteen (15) days of the date of the Fireworks Display. The Contract Agreement will remain valid for 365 days from the original Display date with no rescheduling Fee.
7. Upon Postponement, when no alternate date is specified in Section 1, at least thirty (30) days of lead time will be necessary to procure proper Governmental permits and associated paperwork. No Display shall occur within thirty (30) days of the original Display date unless specified in Section 1.
8. In no event shall Promotor owe the second half of the total Fee if the Fireworks Display is not actually discharged.

**C. Alternate Dates/Reschedule.**

1. If Promotor wishes to Postpone and would like to reschedule to another date, all dates, with the exception of the day immediately following the scheduled Display date, will require an additional 12.5% rescheduling Fee, and, at the availability of

the Contractor, may be scheduled to another date within 365 days of the original Display date. No additional permit Fees will be required for any rescheduled date. No alternate date needs to be specified in Section 1, unless the alternate date is the day immediately following the original scheduled Display date.

2. If Promotor wishes to Postpone after the Display is set up, or partially set up, on the scheduled date for the Display, and Promotor would like to utilize the day immediately following the scheduled Display date, as specified in Section 1 under "Alternate Date", no additional Fee or permit Fee will be assessed. However, Promotor will be responsible for any and all costs related to securing the area by means of Law Enforcement Officers, or Personnel belonging to an accredited, licensed, insured, and bonded Security agency, until the Lead Pyrotechnician can resume the Display. Security Personnel must provide continuous, uninterrupted Security to preclude access to the launch site from anyone other than the Contractor, Promotor, or Government Officials until the commencement of the Display. Under no circumstances will the Contractor be responsible for the cost of Security nor will the Contractor be responsible for the procurement of Security services. Promotor assumes all liability for the Security of the Display launch site. Contractor accepts no liability for incidents occurring under the watch of the Security service.
3. If the need arises, for safety reasons, due to a Cancellation after the Display has been set up or partially setup, Contractor reserves the right to utilize the day immediately following the schedule Display date as an alternate date. Contractor shall have the ability to launch the Fireworks, instead of dismantling the Display, while still covered under the provisions provided by the "Alternate Date" section of the State Issued Permit. This may occur at any time of day or night, in direct coordination with and under the direct supervision of the AHJ, or his officers.

#### 14. **Miscellaneous**

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- B. Waiver. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, condition or right as respect further performance.
- C. Notices. All notices, covenants, requests, authorizations, and approvals permitted or required under this Agreement shall be in writing, signed and personally delivered, or sent by registered or certified mail, return receipt requested, to the appropriate parties. For purposes of notice under this Agreement, the addresses of the respective parties are:

Contractor: Celestial Displays, LLC  
2006 Nature Park Lane  
Spring, Texas 77386

Promotor: The City of Angleton  
121 S Velasco St  
Angleton, TX 77515

- D. Exhibits. All exhibits, schedules and diagrams described herein and attached hereto are fully incorporated into this Agreement by reference for all purposes.
- E. Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement may be executed via facsimile or electronic mail, and the facsimile signature or electronic delivery of such signature of any Party shall be considered valid, binding, and effective for all purposes.
- F. Entire Agreement. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof, and any Agreement hereafter shall be ineffective to modify or terminate this Agreement or constitute a waiver of any provisions hereof unless such Agreement is in writing and signed by both Parties.
- G. Applicability. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the respective Parties hereto and their respective successors and assigns.
- H. Force Majeure. Neither Party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of riots, strikes, labor disputes, judgments, decrees, injunctions, or acts of Governmental Authorities, acts of God, and other causes beyond the control of such party ("Force Majeure"). The Party declaring Force Majeure shall make every reasonable effort to prevent and remove the cause of the Force Majeure.
- I. Ownership and Copyrights. Contractor shall have and retain ownership of any, and all original works, images, compositions, designs, copyrights and/or rights to completed Fireworks Display production created under this Agreement except for the Promotor's supplied copyrighted or trademarked material. Promotor warrants and represents that Promotor shall not use, promote, disseminate, Display, or reproduce any, and all intellectual property rights, copyrights and trademarks owned by Contractor unless specifically approved or licensed. Promotor disclaims any right to reproduce images, compositions, or designs owned by Contractor without the prior written consent thereto from Contractor.

- J. This is not a third party Contract and shall not create any rights of any person except the Contractor, the Promotor, and to the extent provided herein, their respective agents, attorneys, representatives, assigns, officers, servants, and employees.

<<<<<<<This space left blank>>>>>>>

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

**Promotor**

**The City of Angleton**

By: \_\_\_\_\_

**Contractor**

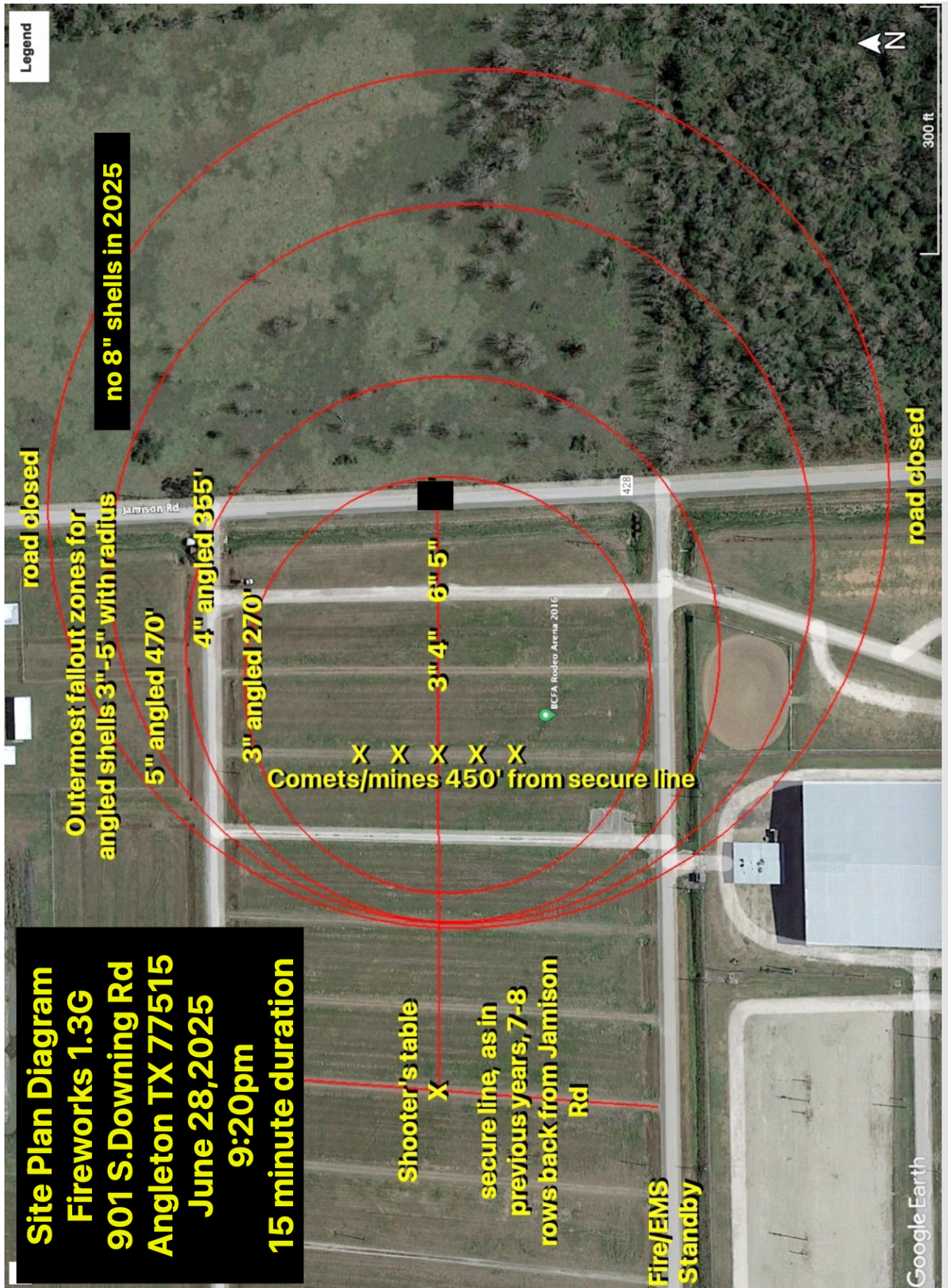
**Celestial Displays, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Figure 1: Site Plan Diagram



## Invoice A

# INVOICE

Celestial Displays, LLC  
2006 Nature Park Ln  
Spring, TX 77386  
(530) 919-9726  
Michael@celestialdisplays.com

DATE: 4/25/2025  
INVOICE NO.ANG04252025-A

### BILL TO

The City of Angleton  
121 S Velasco St  
Angleton, TX 77515

<PAYMENT TERMS: DUE UPON EXECUTED AGREEMENT.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
10 minute Fireworks Display 1.3G	1	\$ 20,000.00	
50% deposit	1	\$ 10,000.00	\$ 10,000.00
			\$ -
			\$ -
			\$ -

**SUBTOTAL** \$ 10,000.00

WE ACCEPT CHECK BY MAIL

THANK YOU FOR YOUR BUSINESS!

**Balance Due** \$ **10,000.00**

## Invoice B

# INVOICE

Celestial Displays, LLC  
2006 Nature Park Ln  
Spring, TX 77386  
(530) 919-9726  
Michael@celestialdisplays.com

DATE: 4/25/2025  
INVOICE NO.ANG04252025-B

### BILL TO

The City of Angleton  
121 S Velasco St  
Angleton, TX 77515

<PAYMENT TERMS: DUE 7/14/2025

DESCRIPTION	QTY	UNIT PRICE	TOTAL
10 minute Fireworks Display 1.3G	1	\$ 20,000.00	
50% deposit	1	\$ 10,000.00	\$ 10,000.00
			\$ -
			\$ -
			\$ -

**SUBTOTAL** \$ 10,000.00

WE ACCEPT CHECK BY MAIL.

THANK YOU FOR YOUR BUSINESS!

**Balance Due** \$ **10,000.00**