

FIREWORKS DISPLAY AGREEMENT

THIS CONTRACT (this “Contract”) is made this **11th day of May, 2021** by and between

SKY WONDER PYROTECHNICS, LLC and **CITY OF ANGLETON** (“Sponsor”).

1. Fireworks Display.

Sky Wonder Pyrotechnics shall furnish and deliver to Sponsor certain fireworks which Sky Wonder Pyrotechnics agrees to exhibit and display on **July 3, 2021 @ 9:20PM** in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in this Contract.

2. Payment Schedule.

For and in consideration of the Fireworks Display, Sponsor agrees to pay Sky Wonder Pyrotechnics the sum of **\$24,000.00** (the —“Contract Price”) paid as follows: a. **50% of the Contract Price due upon signing of this contract** Receipt of signed contract and deposit will confirm the booking of the show b. **the balance of the Contract Price due in our office on or before the day of the Fireworks Display.** NOTE: A 6% penalty will incur for each month invoice is past due.

3. Display Responsibilities.

Sky Wonder Pyrotechnics and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) **Sponsor** shall procure and furnish a place suitable for the Fireworks Display (the —“Display Site”), (ii) Sky Wonder Pyrotechnics shall apply for, obtain and secure all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the —“Required Approvals”), (iii) **Sponsor** shall provide adequate private and/or public security, police and Sky Wonder Pyrotechnics shall provide fire protection upon contracting with the fire department; **NOTE: Any FD stand by pumper fees will be the responsibility of Sponsor** (iv) **Sponsor** shall secure an acceptable location with private and/or public security personnel to park the Sky Wonder Pyrotechnics fireworks trailer or equipment overnight (or for such longer or shorter period as Sky Wonder Pyrotechnics may reasonably require in order to effectively provide the Fireworks Display), (v) **Sponsor** shall keep unauthorized persons or personal or property of any kind, including, without limitation, motor vehicles, outside of the Display Site, fallout area or safe zone. Sky Wonder will be responsible for cleaning up limited to the launch area after the show. (vi) Sky Wonder Pyrotechnics is not responsible for any damages caused by any other person or group’s actions not associated with Sky Wonder Pyrotechnics prior to setup and removal of equipment from site. (ie...volunteers, fire department, police or event staff). Sky Wonder Pyrotechnics and Sponsor shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

Sky Wonder Pyrotechnics, LLC
3626 CR 203, Liverpool, TX 77577
Email: sales@skywonderpyro.com
www.skywonderpyro.com



FIREWORKS DISPLAY AGREEMENT CONT.

4. Indemnification and Limitation of Liability.

Sky Wonder Pyrotechnics shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contact or otherwise, that occur directly or indirectly from negligence, gross negligence or willful misconduct of Sky Wonder Pyrotechnics or its employees, agents, contractors or representatives.

5. Postponement.

In the event that weather is such that Sky Wonder Pyrotechnics or Sponsor determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view towards reaching a mutually satisfactory postponement time and/or date within 180 days of the original date contracted. If the display is not rescheduled within 180 days, Sky Wonder Pyrotechnics will retain the full 50% deposit.

In the event that a government shutdown should prohibit the execution of the firework display both parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view towards reaching a mutually satisfactory postponement time and/or date within 180 days of the original date contracted. If the display is not rescheduled within 180 days, Sky Wonder Pyrotechnics will credit the deposit towards future contracts for additional product.

6. Cancellation.

If Sponsor cancels this Contract for any reason not listed in Section 5 or unless cancellation is due to an order to cancel by either Brazoria County, or State of Texas or the federal government, liquidated damages for such cancellation shall be paid by Sponsor to Sky Wonder Pyrotechnics as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, fifty percent (50%) of the amount of the Contract Price; b. In the event the Fireworks Display is cancelled less than thirty (30) days and no less than four (4) days before the Contract, seventy-five percent (75%) of the Contract Price; c. If the Fireworks Display is cancelled no more than three (3) days but before the day scheduled for the Fireworks Display, ninety percent (90%) of the Contract Price; or d. On the day scheduled for the Fireworks Display, one hundred percent (100%) of the Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Sky Wonder Pyrotechnics, 3626 CR 203, Liverpool, TX 77577 or email to aaron.hoot@skywonderpyro.com. Notice shall be effective upon receipt of said written or emailed notice by Sky Wonder Pyrotechnics. Except as provided in Section 5 above with respect to weather postponement or government restrictions, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, acts of God or similar causes which prevent the delivery of materials or performances as set forth herein the day of the show, the parties hereto release one another from any and all obligations and responsibilities contained herein.

Sky Wonder Pyrotechnics, LLC
3626 CR 203, Liverpool, TX 77577
Email: sales@skywonderpyro.com
www.skywonderpyro.com



FIREWORKS DISPLAY AGREEMENT CONT.

The following options are available on the day of said display if Sponsor and Sky Wonder Pyrotechnics can come to a written agreement however, nothing in subparagraph a. or b. is binding until an additional written agreement is executed:

a. If any "PRODUCT IS LOADED" into launch tubes or any product set up: Reschedule within 180 days; a (12%) charge of the "Contract Price" to cover on-site operator/equipment/product delivery and restocking; any extra fee for refiling of permits. This is to be paid by Sponsor to Sky Wonder Pyrotechnics within 10 days of cancellation.

b. If "PRODUCT NOT LOADED" still in boxes: Reschedule within 180 days; a (8%) charge of the "Contract Price" to cover on-site operator/equipment/product delivery and restocking; any extra fee for refiling of permits. This is to be paid by Sponsor to Sky Wonder Pyrotechnics within 10 days of cancellation.

7. Legal Construction.

If any provision of this contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligation of the parties shall be constructed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

8. Insurance.

Sky Wonder Pyrotechnics, LLC agrees to provide a certificate of general liability insurance in the amount of \$5,000,000.00 to the Sponsor. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract: City of Angleton. Sky Wonder's Insurance shall be primary.

9. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

Sky Wonder Pyrotechnics, LLC
3626 CR 203, Liverpool, TX 77577
Email: sales@skywonderpyro.com
www.skywonderpyro.com



FIREWORKS DISPLAY AGREEMENT CONT.

Name of Client (s): City of Angleton

Agent: Courtney Campbell

Address: 1601 N. Valderas Angleton, TX 77515

Telephone: 979-849-4364

Email: c.campbell@angleton.tx.us

Date of Agreement: 5/11/2021

Date of Display: July 3rd, 2021

Time of Display: 9:20PM

Time Length of Display: 18 minutes

Rain Date: July 10th, 2021

Time of Rain Date Display: 9:20PM

Type of Display: 1.3G Fireworks Display

Location of Display: Brazoria County Fairgrounds, 901 S Downing St, Angleton, Texas 77515

Agreed Price for Display: \$24,000.00

ALL CHECKS ARE PAYABLE TO SKY WONDER PYROTECHNICS

Remit to: Sky Wonder Pyrotechnics, LLC 3626 CR 203, Liverpool, TX 77577

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

Aaron Hoot, Sky Wonder Pyrotechnics LLC

Client: City of Angleton

By: 

By: _____

Aaron Hoot, President

Printed Name:

Date: 5-11-21

Date: _____

Sky Wonder Pyrotechnics, LLC
3626 CR 203, Liverpool, TX 77577
Email: sales@skywonderpyro.com
www.skywonderpyro.com

