IMPACT PYRO
P.O. BOX 989
GOODLETTSVILLE, TN 37070

CONTRACT AGREEMENT

This Agreement, made this December 23, 2022, by and between IMPACT PYRO INC., a Tennessee Corporation, whose business address is P.O. BOX 989, Goodlettsville, TN 37072, and hereinafter shall be referred to as IMPACT PYRO and Town of Ashland City, whose business address is 233 TENNESSEE WALTZ PARKWAY, ASHLAND ITY, TN 37015, and hereinafter referred to as CUSTOMER.

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. **FIREWORKS DISPLAY**: IMPACT PYRO agrees to furnish to CUSTOMER a fireworks display (hereinafter referred to as SHOW) pursuant to proposal number 230610-ASHLANDCITY-1.3, dated December 23, 2022 and per specifications and requirements provided by CUSTOMER. The SHOW will take place on June 10, 2023 at the John C. Poole Recreation Area off Tennessee Waltz Parkway unless IMPACT PYRO or CUSTOMER shall determine that weather conditions (or other hazards) prohibit IMPACT PYRO from proceeding with the SHOW; in which case, IMPACT PYRO agrees to present the SHOW on a mutually agreed upon future date. In the event that conditions do not allow the SHOW to proceed on the scheduled date, CUSTOMER shall remit the actual expenses IMPACT PYRO may incur in presenting the SHOW on subsequent occasion. If in anticipation of inclement weather or other foreseen dangerous conditions, the SHOW is postponed prior to delivery of product/equipment and setup of SHOW, additional expenses will be considered zero and there will be no additional charge for presenting SHOW on future date.

II. **CANCELLATION**: Should CUSTOMER elect to cancel the SHOW for any reason, CUSTOMER must provide IMPACT PYRO with a written notice by certified mail, return receipt to IMPACT PYRO'S address as set forth above no later than thirty (30) days before the scheduled date of the SHOW. Customer agrees that IMPACT PYRO shall incur substantial expense in preparation for the SHOW and, accordingly, agrees to pay 50% of the full contract price of the show (as set forth in paragraph XIII herein) to IMPACT PYRO as liquidated damages for cancellation of the SHOW. If CUSTOMER does not provide IMPACT PYRO with notice as set forth herein, CUSTOMER shall pay IMPACT PYRO 100% of the full contract price for the SHOW as liquidated damages.

III. **MUTUAL CANCELLATION**: In the event of fire, accidents, lightning strikes, flood, acts of God, or causes beyond the control of IMPACT PYRO, which preclude IMPACT PYRO from presenting the SHOW, the parties hereto release each other from any and all performance of the covenants herein and from damages resulting from breach hereof. In such case, Customer shall be entitled to a refund of all monies paid as set out in I

IV. **SECURITY AREA**: CUSTOMER agrees to furnish sufficient space for IMPACT PYRO to properly conduct the SHOW as determined by NFPA 1123 (hereinafter referred to as SECURITY AREA). CUSTOMER agrees to provide adequate security protection to preclude unauthorized persons from entering the SECURITY AREA. For the purposes of the Agreement, "unauthorized persons" shall mean anyone other than

employees of IMPACT PYRO or persons specifically designated in writing, submitted to IMPACT PYRO, and approved prior to the event. Policing of SECURITY AREA is the responsibility of the CUSTOMER.

V. **INDEMNIFICATION AND HOLD HARMLESS**: CUSTOMER agrees as allowed by law to hold IMPACT PYRO harmless from any damages caused to CUSTOMER which result as a consequence of unauthorized persons entering the SECURITY AREA. Furthermore, CUSTOMER agrees to defend and indemnify IMPACT PYRO from any and all claims brought against IMPACT PYRO for damages caused wholly or in part by unauthorized persons who have entered the SECURITY AREA. as allowed by law

VI. **AMENDMENT AND ASSIGNMENT**: This agreement (including all attachments related to show) is deemed personal and confidential to CUSTOMER and its executors and administrators only, and may not be sold, assigned, transferred, or shared without the prior written consent of IMPACT PYRO.

VII. **COMPLANCE WITH THE LAWS AND REGULATIONS**: Promptly upon the execution of this AGREEMENT, CUSTOMER shall apply for the approval hereof to any agency, officer, or authority of any government if such approval is required by any applicable law, ordinance, code, or regulation. CUSTOMER agrees to indemnify and hold harmless IMPACT PYRO against all claims, suits, causes of action, demands, penalties, losses, or damages, which may arise or accrue because of the failure or neglect of CUSTOMER to obtain such approval. This AGREEMENT is made expressly subject to and CUSTOMER expressly agrees to comply with and abide by all applicable laws, ordinances, codes, and regulations insofar as the same may be applicable to the terms and conditions of this AGREEMENT, including all rules and regulations now existing or that may be promulgated under and in according with any such law or laws. as allowed by law

VIII. **PERMITS AND LICENSES**: IMPACT PYRO shall obtain and maintain all permits and licenses necessary to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule, or otherwise. It is hereby stipulated that this AGREEMENT is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought ~~in the Courts of Sumner County~~ in the State of Tennessee, and the CUSTOMER hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against IMPACT PYRO in and other actions, in any jurisdiction.

IX. **LATE PAYMENT**: IMPACT PYRO shall charge, and CUSTOMER agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until IMPACT PYRO is paid the amount set forth in Paragraph XIII herein, unless this provision is prohibited by law.

X. **ADVERTISEMENT AND PROMOTIONS**: CUSTOMER agrees to allow IMPACT PYRO to use CUSTOMER'S name in IMPACT PYRO'S list of clients and any IMPACT PYRO advertisements or promotions.

XI. **COMPLAINTS**: In the event that the CUSTOMER has complaint concerning the SHOW, or any material or product used in or pursuant to the SHOW, or any conduct of the SHOW by IMPACT PYRO, or any act or omission of IMPACT PYRO or its agents, either directly or indirectly, without limitation, CUSTOMER shall

make a complaint known to IMPACT PYRO in writing by certified mail to IMPACT PYRO'S address as set forth above, within ten (10) days after the date of the SHOW. In the event that that CUSTOMER fails to register any complaint in the time and manner specified, CUSTOMER agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to IMPACT PYRO hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, CUSTOMER agrees that should IMPACT PYRO have to collect any amount due IMPACT PYRO hereunder which CUSTOMER claims as an offset or which is withheld by CUSTOMER on account of, or because of, a complaint not registered with IMPACT PYRO in the time and manner specified herein, by law or through an Attorney-at-law, IMPACT PYRO shall be entitled to collect attorney's fees in the amount of 15% of the amount owing IMPACT PYRO or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. **WORKER'S COMPENSATION/EMPLOYEES**: IMPACT PYRO shall provide Worker's Compensation Insurance for its employees only.

XIII. **PAYMENT TERMS**: CUSTOMER shall pay IMPACT PYRO $15,000.00 for presenting the SHOW. Payment shall include a deposit of $7,500.00, due with signed contract. Remainder shall be on date of SHOW.

XIV. **TAXES**: CUSTOMER shall be responsible for all sales taxes, if applicable.

All terms and conditions set forth on any addendum attached to this AGREEMENT are made part of this AGREEMENT and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IMPACT PYRO, INC.

Signature: _____ Date: _____

Joey Bassham, CEO

CUSTOMER

Signature: _____ Date: _____

Printed Name and Title of CUSTOMER Representative _____

_____

Signatory acknowledges full authority to execute contract on behalf of CUSTOMER

WARRANTY EXCLUSIONS

IMPACT PYRO
P.O. BOX 989
GOODLETTSVILLE, TN 37070

CONTRACT AGREEMENT

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or product shall be, or be deemed to be, a warranty by IMPACT PYRO for any purpose, nor give rise to any liability or obligation of IMPACT PYRO whatsoever.

IN NO EVENT SHALL IMPACT PYRO BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

ADDENDUM
(If applicable)