

AGREEMENT  
by and between  
CITY OF BEL AIRE, KANSAS  
and  
WAZ UP FIREWORKS, LLC.

This Agreement is entered into this 2<sup>nd</sup> day of June, 2026 by and between the City of Bel Aire, Kansas, a Kansas Municipal Corporation, (hereinafter “City”) and Waz Up Fireworks, LLC., a Kansas Corporation, whose principal office is at 9745 East 50<sup>th</sup> Street North, Bel Aire, Kansas, Telephone Number (316) 204-4677, (hereinafter “Contractor”).

WHEREAS, City is organizing a fireworks display event for the benefit of the public to celebrate Independence Day; and

WHEREAS, the Contractor is willing and able to provide the City certain fireworks exhibition services under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, City and Contractor hereby agree as follows:

**SECTION 1. SCOPE OF SERVICES**

Contractor shall furnish one (1) outdoor public pyromusical fireworks display, lasting between ten (10) to twelve (12) minutes on the evening of July 11, 2026 beginning at approximately 10:15pm (hereinafter “Fireworks Display”).

The Fireworks Display shall include a mixture of 1.4 gram consumer grade cakes, 1.4 gram pro-line cakes, and 1.3 gram professional mortar shells ranging from three (3) inch to six (6) inches.

Contractor shall provide all labor, supervision, materials, pyrotechnic products, firing systems, equipment, transportation, safety equipment, safety devices, and related services necessary to safely conduct the Fireworks Display.

Contractor shall perform all services in a safe, professional, and workmanlike manner consistent with all applicable federal, state, and local laws, regulations, codes, permit requirements, and National Fire Protection Association (NFPA) standards.

Contractor warrants that all fireworks products used in the Fireworks Display shall be new, commercially manufactured, and legally authorized for use in the State of Kansas.

**SECTION 2. COMPENSATION**

City agrees to pay Contractor an amount not to exceed \$10,000.00 for all services provided under this Agreement.

Payment shall be contingent upon:

1. Successful completion of the Fireworks Display; and
2. Receipt of an invoice; and
3. Receipt of all required permits, licenses, and insurance documentation; and
4. Satisfactory post-event cleanup.

The City shall not be responsible for any cancellation fees, storage fees, mobilization costs, attorney fees, collection costs, or additional charges unless expressly approved in writing by the City.

Contractor shall not assign or subcontract this Agreement without prior written approval of the City.

### **SECTION 3: CONTRACTOR RESPONSIBILITIES**

Contractor shall be responsible for:

- A. obtain and maintain all permits, licenses, and approvals required for the Fireworks Display;
- B. provide services of a qualified and properly licensed operator responsible for preparing and conducting the Fireworks Display;
- C. secure and supervise all pyrotechnic materials;
- D. deliver all necessary equipment, mortar tubes, racks, shells, etc...to the location;
- E. remove all unfired shells and hazardous materials;
- F. conduct primary post-Firework Display cleanup;
- G. comply with all ATF, NFPA, state, and local requirements;
- H. and comply with all safety requirements imposed by the City or any other emergency management officials.

Contractor shall provide to the City, no later than fourteen (14) days prior to the Fireworks Display, copies of all required permits, licenses, operator certifications, ATF authorizations, insurance certificates, and other documentation reasonably requested by the City. Failure to provide required documentation shall constitute a material breach of this Agreement.

### **SECTION 4. SAFETY AND SITE CONTROL**

Contractor shall inspect the site prior to setup and immediately notify the City of any unsafe conditions. The City, Law Enforcement, or emergency management officials may suspend, delay, modify, or terminate the Fireworks Display at any time if necessary to protect public health, safety, or property. Contractor shall comply with any safety directives.

### **SECTION 5. INSURANCE**

Contractor shall procure and maintain liability insurance throughout the Fireworks Display: Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, including coverage for pyrotechnic operations, explosions, bodily injury, property damage, and contractual liability.

The City shall be named as additional insured on the insurance policy. Contractor shall provide certificates of

insurance to the City no later than fourteen (14) days prior to the Fireworks Display.

## **SECTION 6. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, volunteers, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees, arising out of or resulting from Contractor's performance of this Agreement, including but not limited to bodily injury, death, property damage, fire suppression costs, environmental damage, or violations of law, except to the extent caused by the negligence of the City.

## **SECTION 7. LOCATION**

City shall be responsible for providing a suitable location for the Fireworks Display. City shall cooperate with Contractor to ensure that the site is suitable (mowed 24 hours before the show) for the Fireworks Display. Contractor shall inspect the site and immediately notify the City of any safety concerns. Contractor shall have the right to reject a proposed site for lack of accessibility, fire and/or other safety reasons.

City shall be responsible for:

- A. Providing an appropriate staging area (south of 53rd street and West of Rock Road), and a minimum spectator setback of 400 feet. The City will provide a letter of permission from the land owner to Contractor to shoot fireworks on the land as discussed.
- B. Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel. Prefer traffic cones or similar barrier as a visible sign that no one should be on the west side paved road during the firework display.
- C. Searching the fallout area at first light following a nighttime display for any unexploded shells
- D. Providing volunteer security before and after the show. Sedgwick County Fire District No. 1 will dispatch a fire crew to oversee the display. Police or volunteer security details responsibility is: 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.
- E. Assist with cleanup by providing a clean-up crew the next morning to dispose of any firework debris
- F. Allow Contractor to throw away firework debris in the City's trash container
- G. Provide a sound system large enough so that spectators can enjoy the pyro musical with a patriotic theme as Contractor does not own one.

## **SECTION 8. WEATHER RELATED POSTPONEMENT AND CANCELLATION**

City acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, the alternate shoot date will be July 12th, 2026, City shall be responsible for payment based on the schedule below: 75% or \$7500 USD is due by July 1, 2026.

25% or \$2500 USD remaining balance is due on the day of the firework display immediately after the firework show in the form of a check written to Waz Up Fireworks.

If City chooses to postpone or cancel the Fireworks Display for any reason, City shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in

Section 1. In the case of postponement or cancellation, City shall pay, as an additional fee, the following percentage of the Contract Price.

At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.

At any time on the scheduled date of the Fireworks Display, 20% of the Contract Price

After the commencement of the Fireworks Display, where Waz Up Firework's operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

#### **SECTION 9. INCORPORATION OF DOCUMENTS**

Exhibit C (City's Mandatory Terms and Conditions Attachment) and Exhibit D (City's Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Agreement as essential terms.

#### **SECTION 10. ENTIRE AGREEMENT**

This Agreement, the Fireworks Exhibition and Display Program, and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

#### **SECTION 11. SEVERABILITY CLAUSE**

In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 2nd day of June, 2026.

SIGNED by the Mayor on the \_\_\_\_\_ day of June, 2026.

CITY OF BEL AIRE, KANSAS

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk

\_\_\_\_\_  
Maria A. Schrock, City Attorney

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SIGNED by the Contractor on the \_\_28th\_\_ day of May 2026.

**WAZ UP FIREWORKS, LLC..**

*Michael Joseph Wawrzewski III*  
Michael Joseph Wawrzewski III (May 28, 2026 10:17:02 CDT)  
(Authorized Signature: Name, Title)  
Michael Joseph Wawrzewski-CEO/Owner

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**EXHIBIT A**  
**CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
  - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
  - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
  - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.

- d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
  - e. Exempted from these requirements are:
    1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
    2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
    3. Contractor who hold contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
  - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
  15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
  16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
  17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
  18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
  19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies

for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.

22. **Contractor Use of Artificial Intelligence.**

a. **Meeting Recording, Transcription, and Confidential Information.** The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption to these requirements.

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**EXHIBIT B**  
**CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work (City may also establish performance standards for the contracted outcomes); (c) pay the Contractor a salary or hourly rate but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done (City may provide informational briefing on known conditions); (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); and (f) pay Contractor personally (instead, City will make all checks payable to the trade or business name under which Contractor does business).
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.