

STATE OF TEXAS

COUNTY OF JOHNSON

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FIREWORKS AGREEMENT

This Fireworks Agreement (“Agreement”) is made this the 9TH day of DECEMBER, 2024 by and between PYRO SHOWS OF TEXAS, INC., (hereinafter referred to as “**Vendor**”), and the City of Burleson, Texas (hereinafter referred to as “**City**”).

For and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the **CITY** and **VENDOR** do hereby contract and agree as follows:

1. The **City of Burleson** is a Texas home rule municipality operating under and pursuant to Article 11, Section 5 of the Texas Constitution, the laws of the State of Texas, and the Charter of the City of Burleson, Texas.
2. **CITY** intends to promote, at its own cost and expense, certain festivities celebrating Independence Day in Burleson, Texas. This Agreement deals exclusively with the scheduled pyrotechnic demonstration (the “pyrotechnic display”) pursuant to the RFP 2024-024 submission, attached hereto as Exhibit A and incorporated herein by reference for all purposes, on July 4, 2025 (or the alternate dates set forth in Section 7 below). The show will begin at approximately 9:30 p.m. and the duration of said display is at least eighteen (18) minutes. Said display will be produced, choreographed, and designed as approved by the **CITY**.
3. **VENDOR** is in charge of all aspects of the production of the pyrotechnic display and will design and choreograph the pyrotechnic display as part of the festivities and pursuant to an agreement of the parties as so enumerated herein. **VENDOR** will perform and execute the pyrotechnic display. In the performance of its duties hereunder, **VENDOR** shall provide technicians who are professional, who have received training on the proper display of fireworks, and who have been and are licensed or certified under any applicable law or regulation to conduct and operate a fireworks display.
6. **VENDOR** will procure all necessary permits and required inspections in connection with this Agreement and will comply with all applicable laws, rules, regulations and standards. **VENDOR** shall purchase and maintain during the term of this Agreement: (i) worker’s compensation insurance in the amounts required by State law, and (ii) commercial general liability insurance including personal injury liability, premises operations liability, contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, products/completed operations, and bodily injury and property damage, with limits of liability of not less than \$5,000,000. Coverage under such policies must be on an occurrence basis, and if the commercial general liability

insurance contains a general aggregate limit, it shall apply separately to this location and to the event described herein. All such policies of insurance shall (a) be issued by a carrier which is rated A- or better by A.M. Best's Key Rating Guide (and have a financial size category rating by A.M. Best of VII or better) and licensed to do business in the State of Texas, and (b) name the City of Burleson, Texas, its officials, officers, and employees as an additional insured and contain a waiver of subrogation in favor of the City of Burleson, Texas, and (c) provide for at least thirty (30) days written notice to the City of Burleson, Texas prior to cancellation or modification. On or before June 1, 2025, **VENDOR** shall provide **CITY** with certificates of insurance evidencing such insurance policies together with the declaration page of such policies, along with the endorsement naming the City of Burleson, Texas as an additional insured.

7. In the event the pyrotechnic display described herein is canceled in its entirety and not rescheduled, except as a result of a breach of this Agreement by **VENDOR**, **CITY** agrees to pay **VENDOR** for its reasonable out of pocket expenses and production fees incurred in connection with this Agreement plus 50% of the contract amount set forth in Section 11. In such event and if **VENDOR** has previously received from **CITY** more than 50% of the contract amount, **VENDOR** shall, within 10 days of the date of cancellation, reimburse to **CITY** the difference between the amount actually paid to **VENDOR** (less any expenses and production fees incurred in connection herewith) and 50% of the contract amount.

Every reasonable effort will be made to conduct the pyrotechnic display on July 4th despite weather conditions prior to, or during, the pyrotechnic display. In the event of weather conditions that will prevent the pyrotechnic display, the **CITY** and **VENDOR** will mutually agree upon a time to decide if the pyrotechnic display will occur on July 4th, or if the pyrotechnic display will have to be rescheduled **CITY** is responsible for the cost of approved extra expenses including any additional costs incurred by or to **VENDOR**, i.e. meals, hotels, transportation, and possible airfare.

8. **VENDOR** will provide a flash drive with digital files of music to be synchronized with the pyrotechnic display.

9. *[This section intentionally left blank.]*

10. **VENDOR** assumes no responsibility for security or crowd management relating to said event. **CITY** must provide a safe and secure area (as reasonably defined by **VENDOR**) in which to properly fire the display. Furthermore, **VENDOR** is not liable for crowd behavior on the night of said display, but is the full responsibility of **CITY**. Further, **VENDOR** will not be responsible for any injury to persons or damage to motor vehicles within 420 feet of the FIREWORKS DISCHARGE SITE. **VENDOR** will present a plot plan accepted by the Burleson Fire Department and to become part of this contract. **VENDOR** shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of large paper debris, wood, wire,

foil, racks, mortars and firing equipment used in the setup for the pyrotechnic display. CITY shall be responsible for cleanup of debris located in and around fallout zone.

11. The total cost to be paid by CITY is FORTY-THREE THOUSAND AND NO/100 DOLLARS (\$43,000.00) for all matters relative to the production of the pyrotechnic display under this agreement (provided, however, that in the event the display described in this Agreement is canceled as set forth in Section 7, the terms of Section 7 shall control). Payment to be as follows: 50% of the total cost is due no later than May 26, 2025, and the remaining balance is due on or before July 4, 2025, or on the business day next following the Rescheduled Date (in the event the pyrotechnic display is rescheduled). Payment to be made per above schedule to the offices of **VENDOR**.

12. **VENDOR' INDEMNITY OBLIGATION.** **VENDOR** covenants, agrees to, and shall **DEFEND** (with counsel reasonably acceptable to the Town), **INDEMNIFY, AND HOLD HARMLESS** the City of Burleson, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Burleson, Texas, individually or collectively, in both their official and private capacities (the City of Burleson, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Burleson, Texas, individually or collectively, in both their official and private capacities each being an **"Burleson Person"** and collectively the **"Burleson Persons"**) from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Town and/or any other Burleson Person, whether directly or indirectly, (the **"Claims"**), that arise out of, result from, or relate to: (i) services of **VENDOR** set forth in this Agreement (including, without limitation, the services set forth in of Sections 4, 6 and 8 of this Agreement), (ii) representations or warranties by **VENDOR** under this Agreement; and/or (iii) any other act or omission under or in performance of this Agreement by **VENDOR**, its owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, tenants, subtenants, licensees, sublicensees, concessionaires, or any other person or entity for whom **VENDOR** is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, licensees, and concessionaires (collectively, **"VENDOR Persons"**). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY BURLESON PERSON, OR CONDUCT BY ANY BURLESON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** However, **VENDOR'** liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Burleson Person or Burleson Persons' proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, **VENDOR'** liability for Burleson Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Burleson Person or Burleson Persons' proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

VENDOR shall promptly advise the City of Burleson in writing of any claim or demand against any Burleson Person related to or arising out of VENDOR' or any VENDOR Persons' activities under this Agreement and shall see to the investigation and defense of such claim or demand at VENDOR's sole cost and expense. The Burleson Persons shall have the right, at the Burleson Persons' option and own expense, to participate in such defense without relieving VENDOR of any of its obligations hereunder.

13. Any notice or document required to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

TO CITY:

City of Burleson, Texas
141 W. Renfro St.
Burleson, Texas 76028
Attn: City Manager

VENDOR:

PYRO SHOWS OF TEXAS, INC.
PO BOX 1776
LA FOLETTE, TN 3776

14. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Agreement shall be performable and all compensation payable in Johnson County, Texas. Venue for any action or proceeding under this Agreement lies in Johnson County, Texas. In the event there is any dispute or litigation with regard to this agreement, the successful party shall be entitled to its attorney's fees and costs.

15. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

16. **VENDOR** expressly acknowledges **CITY** is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by **CITY** of its right to claim such exemptions, damage caps, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by **CITY** nor any other conduct, action, or inaction of any representative of **CITY** relating to the Agreement constitutes or is intended to constitute a waiver of **CITY's** sovereign immunity to suit.

17. It is agreed that **CITY** will have the option to extend this Agreement contract for up to two (2) additional years, in one-year intervals. To exercise this option, the **CITY** shall serve notice 30 days prior to contract termination or to the end of any one-year extension. If **CITY** exercises the option to extend this contract, the aerial drone demonstration date and the total cost shall be as listed below:

Option 1 – July 4, 2026 – Total Cost of \$44,720.00

Option 2 – July 4, 2027 - Total Cost of \$46,509.00

CITY OF BURLESON:


BY: _____

NAME: _____

TITLE: _____

DATE: _____

VENDOR:

Signed by:

E3F0C57777BB431...
BY: _____

NAME: Chad Stanley

TITLE: Vice President

DATE: 11/21/2024

EXHIBIT A

City of Burleson RFP 2024-024
Holiday Fireworks Display

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- ☒ Appendix B (Pages B-1 through B-6) must be included in the proposal submittal
- ☒ Sample Fireworks Contract
- ☒ Form 1295 Certificate of Interested Party (Public files in Bonfire)
- ☒ W9 (Public files in Bonfire)

All proposals submitted to the City of Burleson shall include this page with the submitted Proposal.

RFP Number:	RFP 2024-024
Project Title:	Holiday Fireworks Display
Submittal Deadline:	Tuesday, September 10, 2024 at 10:00 AM (CST)

Submit Electronically* to:

<https://burlesontx.bonfirehub.com/login>

*** Requires email account login and password.**

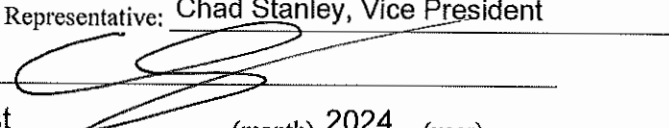
Proposer Information:

Proposer's Legal Name:	Pyro Shows of Texas, Inc		
Address:	6601 Nine Mile Azle Rd		
City, State & Zip	Fort Worth Tx, 76135		
Federal Employers Identification Number #	46-3018321		
Phone Number:	817-237-3371	Fax Number:	
E-Mail Address:	cstanley@pyroshows.com		

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Chad Stanley, Vice President

Signature of Authorized Representative: 

Signed this 30th (day) of August (month), 2024 (year)

I learned of this Request for Proposals by the following means:

☐ Newspaper Advertisement

☒ Bonfire

☐ Other

City of Burleson RFP 2024-024
Holiday Fireworks Display

Appendix B – Proposal (continued)

1. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

A. Proposed Products and/or Services

Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

B. Qualification and Experience:

Qualifications of the proposed project team members, including identification of the project manager.

C. Methodology:

Proposer must describe in detail how it will successfully meet the tasks described in the Scope of Services in Appendix A.

D. Rates and Fees:

A detailed breakdown of all expenses expected to be billed to the City. A list of hourly rates of proposed project team members shall also be included.

E. Proposer's Experience / Staff

- i. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- ii. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- iii. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 55; and the number of employees: 6.

- iv. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

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F. References:

A list of three (3) references must be included in order for the submittal to be responsive.
Vendor references must include the following:

Reference #1:

Client / Company Name: Tarrant Regional Water District	
Contact Name: Frank Garcia	Contact Title: Purchasing
Phone: 817-269-1412	Email: frank.garcia@trwd.com
Date and Scope of Work Provided: July 4, 2024 turnkey firework display for the city of Fort Worth.	

Reference #2:

Client / Company Name: Addison	
Contact Name: Geoff Fairchild	Contact Title:
Phone: 214-738-5794	Email: gfairchild@addistontx.gov
Date and Scope of Work Provided: July 3, 2024 turnkey firework display	

Reference #3:

Client / Company Name: Weatherford	
Contact Name: Micheal Howard	Contact Title:
Phone: 817-598-4034	Email: mhoward@weatherfordtx.gov
Date and Scope of Work Provided: 0704 2023 turnkey firework display	

2. Trade Secrets and/or Confidential Information

This proposal ☒ (does) ☐ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

A. Centralized Master Bidders List registration number: N/A.

B. Prime contractor HUB / MWBE registration number: N/A.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # - - .

- A. During a natural disaster, or homeland security event, there may be a need for the City of Burleson to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.
- B. For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.
- C. All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Burleson procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.
- D. The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Secondary Contact Phone Numbers: Home: 817-237-3371

City of Burleson RFP 2024-024
Holiday Fireworks Display

Cell: 361-944-4595

After Hours emergency opening fee, if applicable: \$ 0.00

3. **Cooperative Purchasing:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Burleson

☒ Yes, we agree

☐ No, we do not agree

4. **Compliance with HB 89:** Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

☒ Yes, we agree

☐ No, we do not agree

5. **Compliance with SB 252:** Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

☒ Yes, we agree

☐ No, we do not agree

6. **Compliance with SB 13:** Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Burleson.

☒ Yes, we agree

☐ No, we do not agree

7. **Compliance with SB 19:** Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Burleson.

☒ Yes, we agree

☐ No, we do not agree

8. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective **for twelve (12) months from date of award.** The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Option Clause:** It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding

City of Burleson RFP 2024-024
Holiday Fireworks Display

is unavailable or if the contractor’s past performance is not within the industry standard.

- B. Escalation Clause: Should market conditions prevail which dictate an increase,
- C. the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- D. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor’s rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage Optional 4 %
Second Additional Year Escalation Percentage Optional 4 %
Third Additional Year Escalation Percentage Optional 4 %



Custom Fireworks **Proposal**

Presented to,

City of Burleson

Independence Day
July 4, 2025

Submitted by,

Chad Stanley
Vice President

pyroshows.com



Your Event

City of Burleson Independence Day

July 4, 2025

9:30 PM

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.



Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.



Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.



Insurance & Compliance



Included Services

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City	FAA NOTAM
County	USCG
State	State Resource & Mgt Agencies

Insurance Coverage

General Liability \$10,000,000

Auto Liability \$10,000,000

Workers Comp \$ 1,000,000

Workers Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

Compliance

BATFE—Bureau Alcohol, Tobacco, Firearms & Explosives

FAA—Federal Aviation Administration

U.S. Coast Guard

NFPA 1123 & 1124

Seriously Safe



Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around “best safety practices” and routine safety training. Safety is not just our job, it’s our number one priority!

Check the Facts

We get it. Business is business, but before anyone hires a fireworks company, we encourage fact-checking all firework companies who are contenders! Although it often comes down to dollars and **cents**, choosing the right company should always make **sense**. We recommend considering specific criteria including company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers compensation). Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.

CONTINUOUSLY MONITORED



SAFETY TRAINING



LICENSED PYROTECHS

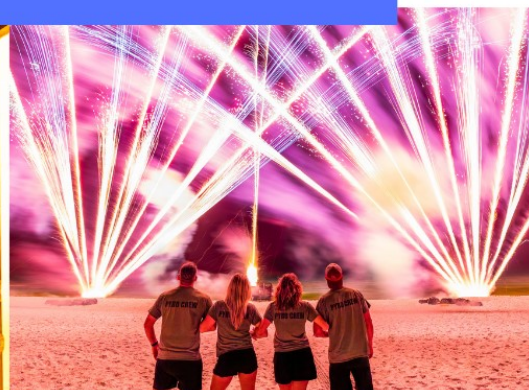


SAFETY COMPLIANCE

PYROTECH SAFETY CREDENTIALS

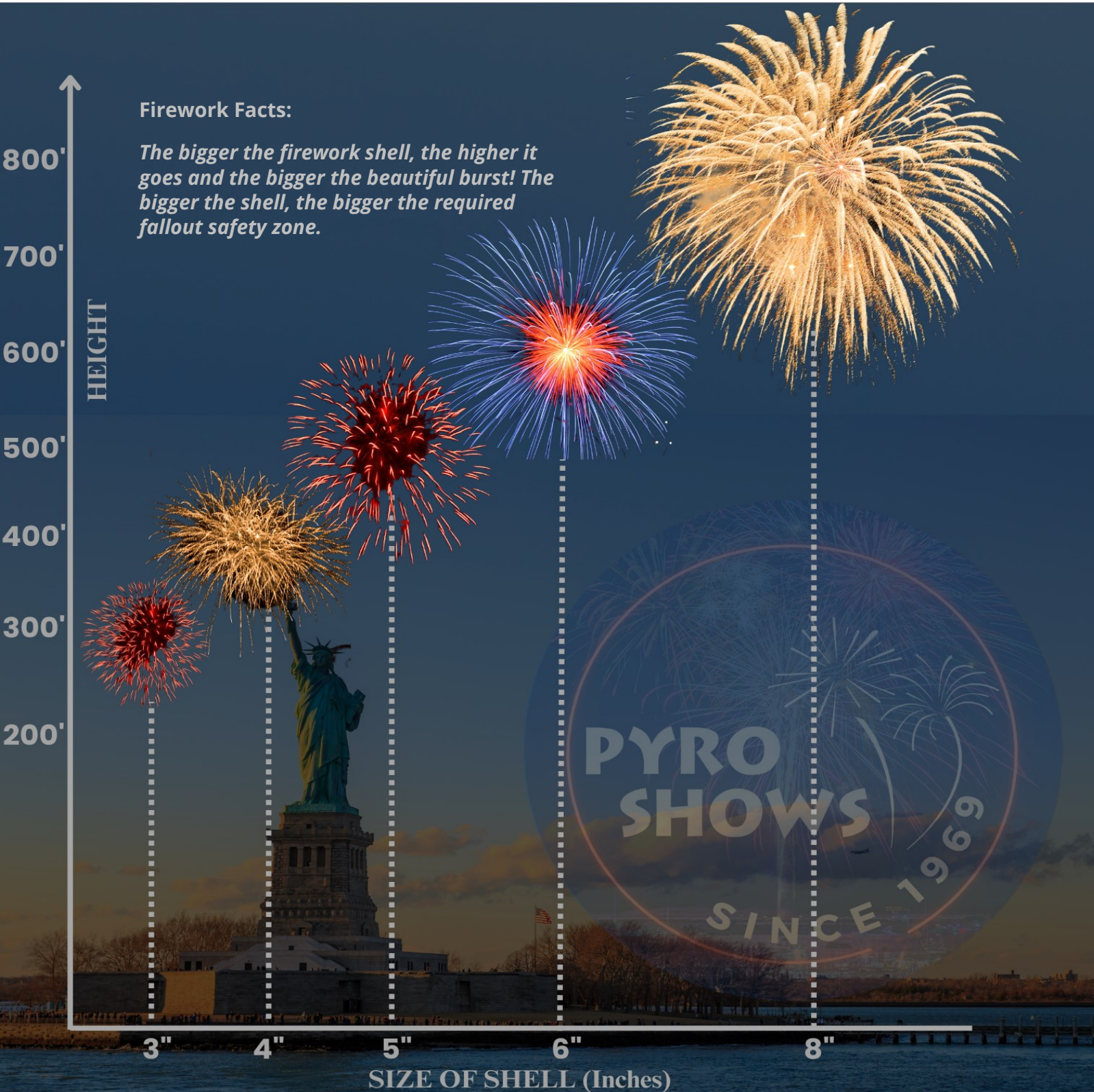


- STATE LICENSED
- CURRENT CE HOURS
- ATF CLEARANCE



Aerial Shells 101

When you think firework “shell”, think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300 foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We’ve checked your venue with satellite imaging and have determined the largest fireworks that may be launched safely.



Show Design



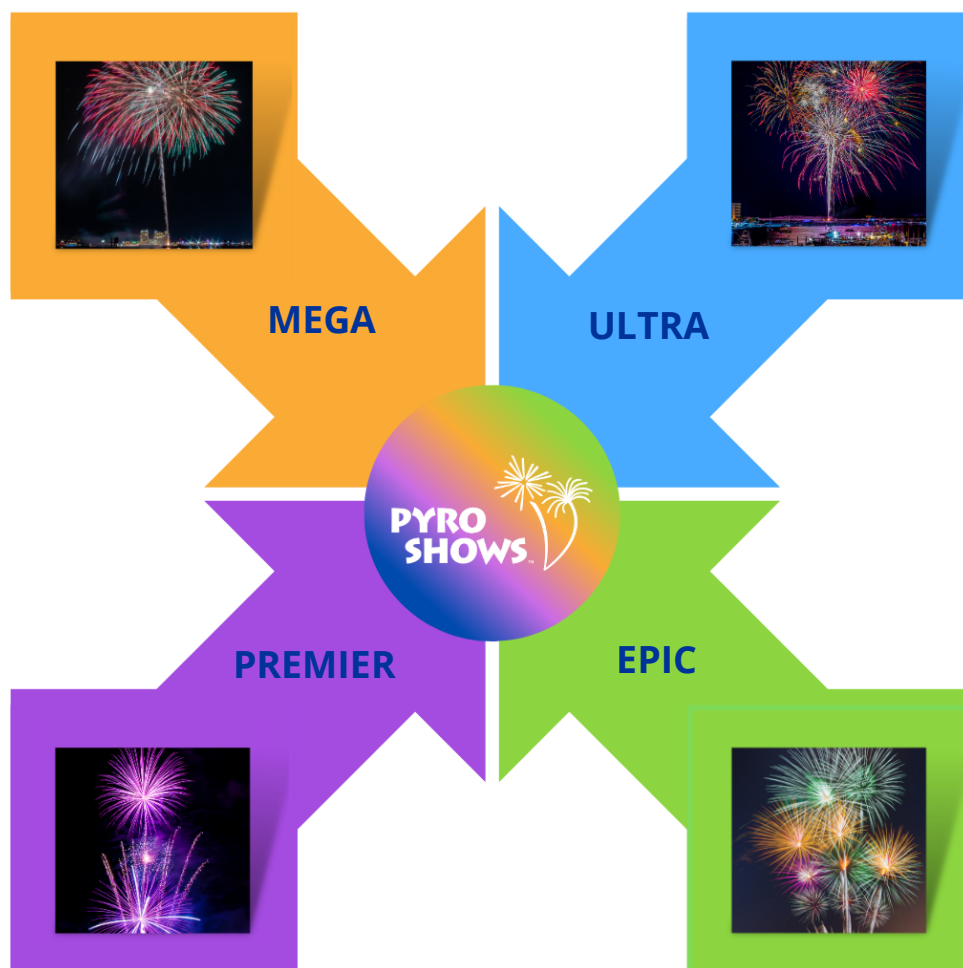
Your custom show has been designed using 4 classifications of visual effects.

MEGA effects are classic designs including chrysanthemum, dahlia, and stained glass.

ULTRA effects are more intricate multiple effects and are comprised of prestige imported shells.

PREMIER effects are the brightest, most vivid colors available and often break with size, pattern, and density of shells twice their size.

EPIC effects are multiple effects of two or more shells stacked.



Shell Summary



A shell summary is an itemization of the number of aerial shells in each specific size that make up the show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.

Burleson
Burleson IDC 2025
Thursday, July 24, 2025
Show Time: 9:30pm | Show Length: 20 Minutes
\$43,000.00

MAIN BODY

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	360	360
4"	Aerial Shells	240	240
5"	Aerial Shells	160	160
6"	Aerial Shells	135	135
MAIN BODY DEVICE TOTAL			895

FINALE

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	360	360
4"	Aerial Shells	90	90
5"	Aerial Shells	40	40
6"	Aerial Shells	18	18
TOTAL FINALE DEVICES			508

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	1,403
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Procedures



Staging equipment, site clean-up, display delays, and contract adjustment.

Crew, equipment and fireworks will arrive on site the morning of July 3rd. The crew will begin setup immediately following a general safety inspection of the area to make sure there are no hazards. Crew will be onsite until around 9:00pm on the night of the 3rd until the overnight security arrives. The remaining equipment and/or show work will take place on the morning of the 4th and will culminate in a final safety and security check before the show.

Once the show has finished, the crew will allow a sufficient cool down period to allow for any late shells to fire off should that happen. The crew will then do a thorough check of the mortars and secure any unfired shells for safe travel back to the facility. The remaining equipment will then be disassembled and loaded back into the truck for travel back to the facility. The crew will do a general cleanup of the 100' radius of the show site to remove any shell casings, wires, or other debris within that area.

In regard to dark sky, or delays, we do not script our shows with dark sky longer than 8 seconds, however there is no way to completely control the show in a manner that would keep shells from catching fire early at times and leaving small voids in the show. Pyro Shows does use a special proprietary bag that covers the racks, to help prevent this, but it the process is not a complete preventative, and some pre-fires occasionally happen. Pyro Shows sells their shows with a specific shell count and should there be a significant issue, a credit for any unfired product would be issued.

Pyro Shows Workflow

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers.

Here is a **brief** summary of the attention Pyro Shows will give YOUR show!

1 Administrative



Once Show Directors have performed site evaluations, completed the show design process, and coordinated crews—the admin process may begin!

Lots of moving documents! Contracts, sales orders, insurance certificates, site diagrams, product summaries, regulatory information, processing paperwork for local and state permit applications. The list goes on!

2 Design and Scripting



Select each firework based on color, visual effect, and timing. Write the show script that goes to the field operations team and to the Pyrotech. If the show is musically accompanied, create the soundtrack. If choreographed, create the custom soundtrack and script each firework to the beat of the music.

3 Field Operations



Gather fireworks from storage magazines based on design script. Scan firework bar codes of each piece of product for internal inventory and ATF compliance. Pack and secure each show with all fireworks, mortar racks, fire extinguishers, PPE equipment, and post-show cleanup supplies. Once each show is “compiled”, then they are loaded onto trucks.

4 Firework Show Day



Pyrotech Crew Chief and crew members arrive on site the morning of show (or days before the show depending on the show size). Survey and monitor fallout safety area, mark launch site safety zone, begin unloading equipment, assembling racks, placing racks in accordance to show design script. Load explosives into mortars, cover/waterproof loaded fireworks. Wire explosives, check wiring, continuity, firing system and backup firing system. Get ready for showtime!



PYROfessionals



Superior Customer Service



Satisfaction Guaranteed



Permit Processing



Expertise



\$10M Insurance Coverage



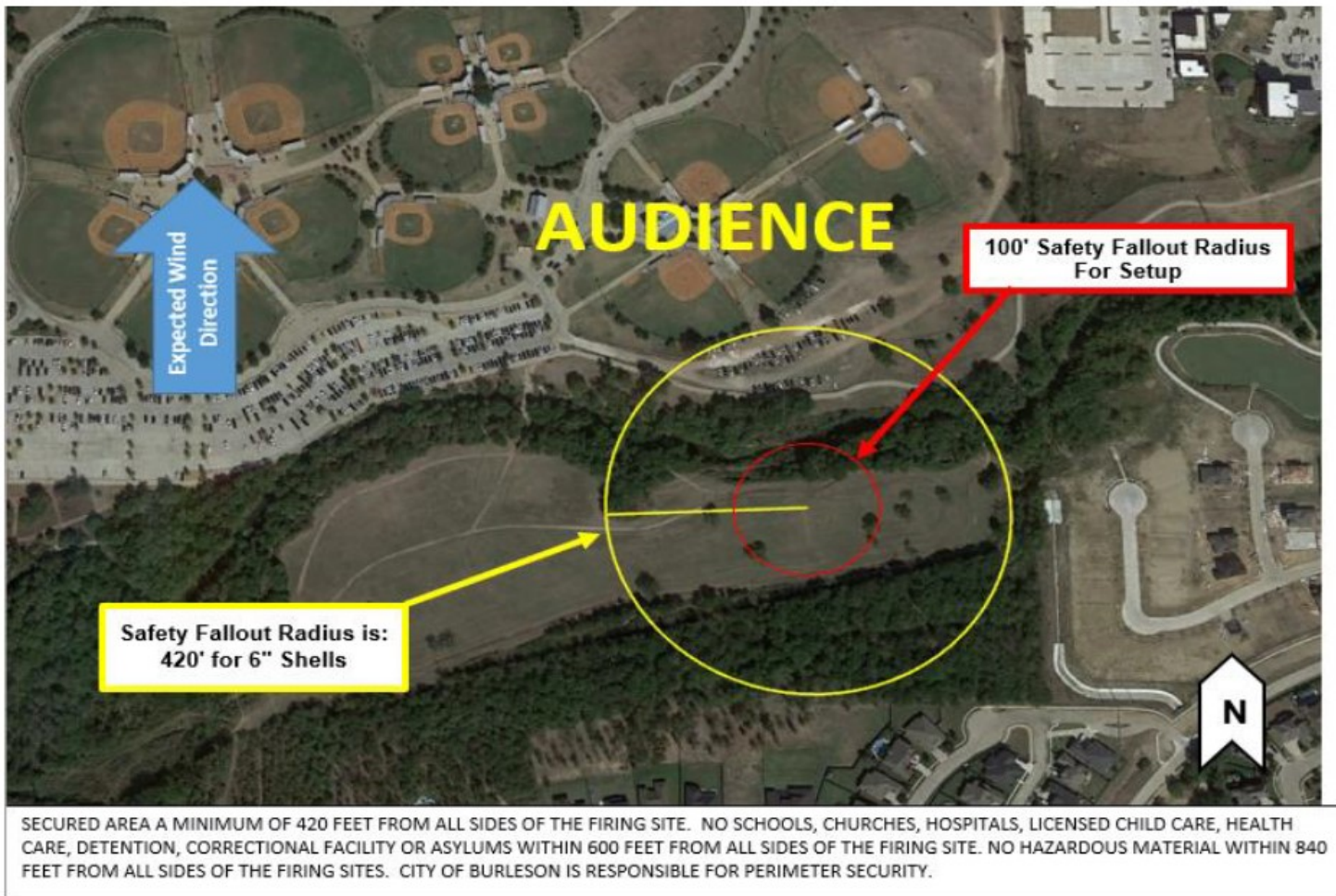
Experience

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional “dud”, but what **WE DO FOR YOU** if there is a “dud”.

Safety Fallout Zone



Below is a site diagram which is a satellite image of your venue. The circles indicate the safety fallout radius. The safety distance is calculated based on the largest size firework in the show design. A site survey and satellite view confirm we are the required distances away from parking lots, roadways, occupied dwellings, and powerlines.



Member in Good Standing



Pyro Shows is an active *Member in Good Standing* of the *American Pyrotechnic Association* (APA). This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



THIS IS TO CERTIFY THAT

Pyro Shows, Inc.

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2024

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.

A handwritten signature in black ink, reading "Michael Cartolano".

Michael Cartolano – APA President

A handwritten signature in black ink, reading "Julie L. Heckman".

Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

Proof of Insurance



Included below is a COI statement of general liability coverage which provides verification that Pyro Shows is insured under a policy with total limits of \$10,000,000.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/28/2023		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114			CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: Arch Specialty Ins Co 21199 INSURER C: Everest Denali Insurance Company 16044 INSURER D: INSURER E: INSURER F:			
INSURED Pyro Shows, Inc. PO Box 1778 115 North 1st Street La Follette TN 37786						
COVERAGES CERTIFICATE NUMBER: 560636642 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY (MM/DD/YYYY)	POLICY (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		818ML01929-321	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		818CA000	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS \$ LIAB CLAIMS-MADE DED \$ RETENTION \$		LUXP1034375-03	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			W/C STATUS- TOBY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			
B	Excess Liability #2		818EX01662-321	11/1/2022	11/1/2023	Each Occ Aggregate 5,000,000 Total Limits 10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each. ***SAMPLE ONLY***						
CERTIFICATE HOLDER			CANCELLATION			
SAMPLE ONLY			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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Proof of Insurance



Included below is a COI statement of coverage which provides verification that Pyro Shows carries workers' compensation coverage protecting employees from work-related injuries or illnesses.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/10/2023		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<p>PRODUCER (423)562-2112 E.E. Hill & Son, Inc. House Account PO Box 1406 LaFollette, TN 37766</p>			<p>CONTACT NAME: MOLLY SMITHERS PHONE (423)562-2112 Ext. FAX (423)566-2114 E-MAIL: MOLLY@eehill.com ADDRESS:</p>			
INSURED			INSURER(S) AFFORDING COVERAGE			
PYRO SHOWS INC PO BOX 1776 LA FOLLETTE, TN 37766			INSURER A: LM INSURANCE CORPORATION			
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
RIGHT LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY DATE (MM/DD/YYYY)	POLICY DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A	ANY PROPRIETARY/EMPLOYEE/EXECUTIVE/CLERICAL/REPRESENTATIVE/OWNER/OPERATOR/RENTAL/LEASED/CONTRACTOR/EMPLOYEE/EMPLOYEE'S SPOUSE/CHILD/DEPENDENT/OTHER PERSONS?	Y/N	WC5-33S-B23D9Z-013	02/02/23	02/02/24	E.L. EACH ACCIDENT \$ 1,000,000
	IF YES, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
X			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE			
			Molly Smithers			
ACORD 25 (2010/05)			© 1988-2010 ACORD CORPORATION. All rights reserved.			
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ATF Importer's License



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.51.** See "WARNINGS" and "NOTICES" on reverse.

Chief, ATF
Correspondence To: ATF - Chief, FELC
244 Nacey Road
Martinsburg, WV 25405-9931
License/Permit Number: **5-TX-439-51-5K-01722**

Chief, Federal Explosives Licensing Center (FELC)
Mama Howard
Expiration Date: **October 1, 2025**

Name
PYRO SHOWS OF TEXAS INC

Premises Address (Change? Notify the FELC before the move.)
**6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

Mailing Address (Change? Notify the FELC of any changes.)

The licensee or permittee named above shall use a copy of this license or permit to assist in the transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature and date shown must be in ink and legible. A facsimile, stamped, or photocopied copy of the license or permit with a signature identical to the original signature is acceptable. The signature must be that of the Federal Explosives License (TEL) or a responsible person of the TEL. Verify if this is a true copy of a license or permit issued to the licensee or permittee named above to a page in the business operations specified in the "Type of License or Permit."

PYRO SHOWS OF TEXAS INC
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135

Licensee/Permittee Responsible Person Signature

Position Title

Chad Smith
Printed Name

GM
10-12-2022
Date

Previous Federal License: **TEL: 5-K-439-51-5K-01722**

ATF Form 580 (FEB 15, 2011)
Revised September 2011

Federal Explosives License (TEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Nacey Road
Martinsburg, WV 25405-9931

Toll-free Telephone Number: (800) 283-3852
Fax Number: (301) 615-4101
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address: (27 CFR 555.54(a)(2)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the relocation of the business or operations not less than 30 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession: (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may assume the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, i.e., executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in liquidation, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the licensee or permittee for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	PYRO SHOWS OF TEXAS INC
Business Name:	
License/Permit Number:	5-TX-439-51-5K-01722
License/Permit Type:	51-IMPORTER OF EXPLOSIVES
Expiration:	October 1, 2025
Please Note: Not valid for the Sale or Other Disposition of Explosives.	

SFMO Distributor's License



FIREWORKS DISTRIBUTOR'S LICENSE TEXAS DEPARTMENT OF INSURANCE STATE FIRE MARSHAL'S OFFICE

Issued To:
PYRO SHOWS OF TEXAS INC

Registration Number
FWD-1838133
Effective Date: 07-10-2013
Expiration Date: 07-10-2025

Business Location:
6601 NINE MILE AZLE RD, FT WORTH, TX 76135-9587

Doing Business As:

Registered Location(s):

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website.](#)

Experience



Please see your requested list of references below. We are happy to provide additional show experience upon request.

Addison Kaboom Town <https://www.youtube.com/watch?v=LWzl5alygzk>

We shoot shows for Addison for the 4th of July. The 4th of July shows is one of the largest in the state.

Geoffery Fairchild 214-738-5794

gfairchild@addisontx.gov

Weatherford <https://www.youtube.com/watch?v=krwc6rcflwo>

We have shot the 4th of July show for the city of Weatherford for the past 7 years!

Michael Howard 817-598-4034

mhoward@weatherfordtx.gov

Fort Worth's Fourth <https://www.youtube.com/watch?v=jIyaHjv8GAE>

We worked with Tarrant Regional Water District for their 4th of July show. The show was choreographed to music as well.

Matt Mancino 817-372-2015

matt.mancino@trwd.com

Next Steps



We hope you've enjoyed reviewing our ideas for your show and taking a peek into our process that makes it all happen!

Now that you have the show summary and pricing, let's move on to the next steps.



Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions so ask away! Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, then please proceed to the next step.



Accept the proposal as presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with booking your show!



Finalize and sign the contract

We will send you a show contract. A signed contract finalizes the specific details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under our General Liability policy.



Submit an initial deposit payment

The payment terms are agreed upon in advance and referenced in the show contract.



Thank you!



We appreciate your interest in fireworks for your event and for considering Pyro Shows of Texas as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an **EPIC** one!

Contact Us



CStanley@pyroshows.com, KWeatherby@pyroshows.com



817.933.9017, 817-237-3371



www.pyroshows.com



6601 Nine Mile Azle Rd, Fort Worth, TX 76135