



# Fireworks Display

## Service Agreement

03/02/2026

This Service Agreement ("Agreement") is made and entered into as of 3/2/2026 by and between:

**The Contractor:** Ghost Coast Entertainment LLC, with its principal place of business at 4030 Wake Forest Road Ste 349 Raleigh, NC 27609. Referred to as 'GCE.'

and

**The Client:** City of Cleveland, GA with its principal place of business at 85 S Main St, Cleveland, GA 30528. Referred to as 'Client.'

### Scope of Work

GCE will provide a fireworks display on July 4th, 2026. The exact start time will be established in coordination with the Client and the Authority Having Jurisdiction (AHJ). The cost of the fireworks display will be \$ 39,900.00

### **Site Requirements.**

- Security Area: The Client will provide a designated area for the display, ensuring that the site complies with the safety requirements set forth by the National Fire Protection Association (NFPA 1123) and other applicable regulations.
- Space: Sufficient space will be provided by the Client to ensure the safe execution of the fireworks display. This includes clearance areas for fireworks, fallout zones, and audience areas. The Client certifies that they have legally acquired landowners permission.
- Safety Precautions: GCE will provide safety measures to ensure the display is conducted in compliance with all local safety codes and regulations.

### **Security Area**

- The Customer agrees to provide sufficient space for GCE to properly conduct the fireworks display, in accordance with NFPA 1123-2018 (hereinafter referred to as the "Security Area"). The Customer further agrees to provide adequate security to prevent unauthorized persons from entering the Security Area.
- For the purposes of this Agreement, "Unauthorized Persons" shall refer to anyone other than GCE employees or individuals specifically authorized in writing by the Client or the Authority Having Jurisdiction (AHJ), and submitted to and approved by GCE prior to the event.
- The Client is responsible for any expenses related to security or stand-by fire protection.
- The Client acknowledges that failure to provide and maintain the Security Area in accordance with NFPA 1123 and applicable regulations may result in safety hazards and legal consequences. The Client agrees to indemnify, defend, and hold harmless the Contractor from any claims, damages, or liabilities arising out of the Client's failure to comply with these requirements

### **Indemnification and Hold Harmless**

The Customer agrees to indemnify, defend, and hold GCE harmless from any and all damages, losses, or liabilities incurred as a result of Unauthorized Persons entering the Security Area. This includes, but is not limited to, any claims or legal actions brought against GCE for damages caused, in whole or in part, by such Unauthorized Persons. The Customer further agrees to assume responsibility for any claims, actions, or costs arising from such incidents.

### **Setup and Breakdown:**

- GCE will handle all aspects of setup, preparation, and breakdown of the fireworks display, including securing and loading the pyrotechnic products.
- The Client will provide security personnel to control access to the Security Area and prevent unauthorized persons from entering the designated safety zones.
- GCE will provide qualified pyrotechnic technicians to oversee the display and ensure safe handling of all pyrotechnics.
- GCE will be responsible for the cleanup of unexploded pyrotechnic products and large debris immediately following the event. All necessary cleanup will be completed promptly and safely. The Client is responsible for the cleanup of small debris

### **Insurance:**

- GCE will provide General Liability in the amount of at least (\$1,000,000), Automobile Liability (\$5,000,000) and Workers Compensation Insurances for this event and the activities and services connect to the event.
- A certificate of insurance will be issued. All individuals/entities listed on the certificate of insurance will be deemed an additional insured per this contract.

### **Compliance with Laws and Regulations**

- Upon execution of this Agreement, the Customer shall promptly apply for any required approvals from relevant governmental agencies, officers, or authorities as mandated by applicable laws, ordinances, codes, or regulations. The Customer agrees to indemnify and hold GCE harmless from any claims, suits, actions, demands, penalties, losses, or damages arising from the Customer's failure or neglect to obtain such approvals.
- This Agreement is made expressly subject to, and the Customer agrees to comply with, all applicable laws, ordinances, codes, and regulations that may be relevant to the terms and conditions of this Agreement, including any current or future rules and regulations established under such laws.

### **Permits and Licenses**

- GCE will obtain the necessary permits and licenses required to perform the fireworks display, unless prohibited by applicable laws, rules, or regulations,

### **Warranty Exclusions**

- Except as expressly stated herein, GCE makes no warranties, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
- No statement or representation, including but not limited to any claims regarding the capacity, suitability, or performance of equipment or products, shall be considered a warranty by GCE, nor shall it create any liability or obligation on GCE's part.
- Under no circumstances shall GCE be liable for any loss of profits, economic loss, or any indirect, special, consequential, or similar damages arising from any alleged breach of obligations under this Agreement

## Complaints

### Reporting of Complaints:

- In the event that the Customer has any complaints regarding the fireworks display or the services provided by GCE, the Customer agrees to promptly notify GCE in writing within 3 days following the event. The complaint should include a detailed description of the issue or concern,

### Resolution of Complaints:

- Upon receiving a complaint, GCE will make reasonable efforts to address and resolve the issue in a timely and professional manner. GCE will review the complaint and, if necessary, coordinate with the Customer to determine an appropriate course of action.

### Limitations:

- GCE will not be held liable for any complaints related to weather conditions, changes in safety regulations, or factors outside of its control. Additionally, any complaints arising from unauthorized persons entering the Security Area, or from events that occur due to the Customer's failure to comply with safety and security requirements, will not be the responsibility of GCE.

### Dispute Resolution:

- In the event that the complaint cannot be resolved between the parties, both the Customer and GCE agree to resolve the matter through mediation before pursuing any legal actions.

### **Payment Terms**

The client will make a deposit in the amount of 50% of the contract as a deposit. The remaining amount will be due on the night of the display at the conclusion of the night.

### **Late Payment**

If payment is not made by the due date, GCE will charge a late fee of 1.5%.per month on any overdue amount. This fee will continue to accrue until the full balance is paid.

### **Cancellation**

- In the event the display is canceled, GCE will retain the amount paid as a deposit to cover the expenses in preparing for the display.

### **Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**\*\*Signatures\* \***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**Ghost Coast Entertainment, LLC.**

By: Wade McDaniel

Signature: 

Title: Operations Officer

Date: 03/02/2026

**Client:**

By: Josh Turner

Signature: 

Title: Mayor

Date: 04/16/2026