

# ***PYROTECNICO FIREWORKS, INC.***

This Fireworks Display Agreement (“Agreement”) entered into this on **January 20, 2025** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **City of Dalton, GA** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER \_Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 4, 2025** (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **February 25, 2025** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of **\$35,000.00 (\*includes \$100.00 permit fee)** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$17,500.00** is due **March 1, 2025** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$5,250.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$14,000.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$17,500.00.**

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **600 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

**PYROTECNICO :**

**CUSTOMER:**

By (sign): \_\_\_\_\_

By (sign): \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 299 Willson Road

Address: \_\_\_\_\_

New Castle PA 16101

\_\_\_\_\_

Phone: (724) 652-9555

Phone: \_\_\_\_\_

Email: contracts@pyrotecnico.com

Email: : \_\_\_\_\_



**CONTACT/INSURANCE INFORMATION FORM**

**You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".**

Customer Name (Entity Contracting Pyrotecnico): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Display Date(s): \_\_\_\_\_ Display Start Time(s): \_\_\_\_\_

Rain Date(s): \_\_\_\_\_

Day-of-Display Contact Name: \_\_\_\_\_

Day-of-Display Mobile Phone Number: \_\_\_\_\_

Day-of-Display Email: \_\_\_\_\_

Display Site Location(s) and Address(es): \_\_\_\_\_

\_\_\_\_\_

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

\_\_\_\_\_

\_\_\_\_\_

Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:

\_\_\_\_\_

\_\_\_\_\_