

# PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on **January 11, 2024** 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, 2024** (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **February 11, 2024** (“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 **\$30,000.00** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$15,000.00** is due **February 15, 2024** 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.

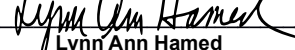
Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$4,500.00** 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 **\$12,000.00** 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 **\$15,000.00**.

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 :

By (sign):   
Name: Lynn Ann Hamed  
Title: Corporate Secretary  
Date: January 18, 2024  
Address: PO Box 149  
New Castle PA 16103  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign)\_: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
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: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Day-of-Show 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 – If Applicable:

\_\_\_\_\_  
\_\_\_\_\_



- Safety Fallout Zone
- Closed
- Fire
- Radius
- Audience

\* All affected structures vacant during display

**600' Safety Fall Out Radius**

**6" Maximum Device Per Pyrotechnico 100' Per Inch Policy**



**CITY OF DALTON**  
**Fireworks Display Site**  
**Plan**

**Heritage Point Regional**  
**Park**  
 1275 Cross Plains Trail  
 Dalton, GA 30721

**REVISED DATE: 01.11.2022**

**DRAWN BY:**  
 Justin Prueff

**NOTES:**  
 Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.

