

Contract with Pyromania Fireworks, LLC

This agreement was entered on October 6th, 2025 , by and between Pyromania Fireworks, LLC and The City of Diamondhead.

Pyromania Fireworks agrees to display on July 3rd, 2026, in a location designated by The City of Diamondhead, and approved by Pyromania Fireworks one exhibition of fireworks. The cost of this program is based on the value of the shells and effects and not on a shell count. Pyromania Fireworks, LLC agrees to furnish sufficient labor to set up and shoot the fireworks.

Pyromania Fireworks agrees to inspect the area immediately after the display to check for, safely remove and dispose of any unexploded shells or live components and clean up fallout paper debris to the best of their ability the night of the display. Pyromania Fireworks agrees to provide all necessary permits and licenses, which may be required by the municipal, state and federal authorities. Pyromania Fireworks agrees to furnish insurance, Public Liability, Property damage and Auto Coverage in a General Aggregate amount of Five Million Dollars including a waiver of subrogation to The City of Diamondhead, and any additionally insured requested by the sponsor. Pyromania Fireworks will maintain Worker's Compensation Coverage compliant with the State of Louisiana requirements for all their staff performing work under this contract.

Pyromania Fireworks, LLC agrees to protect defend, indemnify, save and hold harmless The City of Diamondhead it's officers, agents, contractors, sub-contractors, representatives and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss, destruction of any property which may occur or in any way grow out of any act or omission of Pyromania Fireworks, LLC it's officers, agents, contractors, sub-contractors, representatives, employees, and staff for any and all costs, expenses and/or attorney fees incurred The City of Diamondhead as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of The City of Diamondhead it's officers, agents, contractors, sub-contractors, representatives, and employees, including volunteers. Pyromania Fireworks, LLC agrees to the extent provided by law, indemnify, investigate, handle and respond to, provide defense for, and defend any and all claims, actions, liabilities, suits, injuries, demands, losses, damages, fines or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

Pyromania Fireworks shall not incur any liability for any loss or for any failure to fulfil any obligation hereunder due to causes beyond its control without limitation to legal or regulatory restrictions. The City of Diamondhead agrees to pay a total contract price of \$11,250. With a deposit of 50% on execution of the contract.

By:

Curtis L. Elkins

Curtis L. Elkins
Pyromania Fireworks, LLC

By:

The City of Diamondhead