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Sponsor

*City of Dodgeville
100 E. Fountain Street
Dodgeville, WI 53533*

2024 CONTRACT

This contract entered into this _____ day of _____ 202__, engages the services of Chrome Fireworks & Displays, LLC , hereinafter referred to as "Chrome", to produce and perform a pyrotechnic display on behalf of Sponsor under the following terms:

1. The date of the display will be Sat July 13, 2024 . In case of inclement weather, the display will be rescheduled for Sun July 14 . Chrome will have complete authority to cancel the display if, in the reasonable opinion of Chrome, the health, safety, and well-being of the pyrotechnicians, spectators or property would be jeopardized by proceeding with the display including inclement weather or imminent threat thereof.
2. The cost of the display will be \$ 6,000 . Upon signing this Contract, Sponsor will pay an initial payment to Chrome in the amount of \$ _____. The remaining balance will be paid within 10 days of the display. A late fee of 1.5% per month shall apply to any unpaid balance remaining beyond a 10-day period. Should a cancellation occur once crew is enroute or onsite, the cost of insurance, labor and any non-reusable items will be billed or deducted from the deposit, minimum 50% of budget amount.
3. Sponsor will procure and furnish a suitable location for the fireworks display with adequate distances from audience, roof tops, flammable materials and other hazards in compliance with NFPA 1123 guidelines - including a minimum spectator set back of at least 400 feet at all points from the largest diameter mortars. Sponsor will secure all police, fire, local and state permits, and shall arrange for all security bonds if required by law for the location of the display. Sponsor will furnish all necessary police, fire and other appropriate protection necessary for proper crowd control and protection, automobile parking, and supervision in clearing of debris after the display. Sponsor will be solely responsible for keeping all unauthorized persons out of the display firing area and behind the safety zone lines.
4. Chrome reserves the right to make substitutions as to the amount, size and description of fireworks as is reasonably necessary to address site, weather, health, supply availability and safety concerns should they arise.
5. **Cancellation:** Should the fireworks display(s) agreed upon in this Contract be cancelled by the Client prior to the fireworks display date, shall result in liquidated damages payable to Chrome Fireworks from the Sponsor for an amount equal to 40% of the Contract price plus any and all other related costs incurred by the Display Operator in resolving matters related to failure of Client to fulfill this Contract, including but not limited court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, and expenses incurred by the Display Operator.
6. **Weather/ Shoot Trailers:** In event of worsening weather conditions at the planned showtime, Chrome will need flexibility on shoot times, earlier or later depending on weather conditions. Chrome often provides electronic & shoot trailer shows for utmost performance of the firework show. The downfall of these electronic setups is that

they CANNOT be dismantled. The show will need to be fired or secured/ stored until the nearby rain date. It is very hazardous and potentially fatal to our crews to dismantle this type of display. Chrome needs flexibility of the Sponsor to shoot the show or adequately secure the setup until the rain date.

7. Setup: Chrome will provide qualified pyrotechnicians who will deliver, set-up, execute, dismantle and cleanup the pyrotechnic display. In some cases, the crew shall arrive the night prior to the event to begin setup.

8. Clean Up & Searches: The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded fireworks. The search shall be reasonably dictated by such elements including, but not limited to terrain, ground cover, weather conditions and time of completion of display. Chrome pyrotechnicians will provide reasonable cleanup for the site immediately following the display. All equipment, firework packaging, and larger debris will be removed to the best of the crew's ability before leaving the display area. Sponsor shall provide a nearby dumpster or other adequate space for boxes, spent cakes and refuse after the display.

After our cleanup pieces of paper, cardboard, multi-shot cake inserts and fuse casing will remain but should disappear with weather, time and/or lawn mowing. In concentrated areas of debris particles for example, Chrome often uses leaf rakes if the site and ground cover allows, without being required, our crews provide reasonable effort to clean up the large debris for the Sponsor.

9. Chrome will conduct a reasonable search of the display area before departure, in an attempt to locate any damages or unexploded shells. Sponsor acknowledges that an early morning search of the area is of utmost importance, or as soon as reasonably possible following the display. This search is to locate anything abnormal including site damage or unexploded fireworks that might not have been spotted by Chrome in the night. In the event that Sponsor discovers any unexploded fireworks, Sponsor will immediately contact Chrome and Chrome shall be responsible for removing said fireworks as soon as possible after receipt of such notice. **Please notify Jim Krueger via cell phone 608-732-4545. If you have a cell # for your crew lead they may be notified also.**

10. \$5,000,000 Insurance: Unless otherwise agreed, Chrome shall provide General Liability and Property Damage Insurance for the fireworks display in the amount of \$5,000,000 naming the Sponsor as an additional insured party. The current industry standard is \$1,000,000 of such coverage. A certificate evidencing liability insurance shall be provided to Sponsor before the display. Sponsor will notify Chrome of any additional insureds prior to issuing the insurance certificate.

The sponsor and landowner along with other entities and individuals listed on the certificate of insurance shall be deemed an additional insured per this contract. No additional written agreement is needed for endorsement.

Chrome is also covered with \$5,000,000 of MCS-90 Transportation insurance which is compliant with Dept. of Transportation interstate regulations.

The pyrotechnicians on site are covered with a \$500,000 Workers Comp insurance policy, proof of all insurances are readily available by request.

11. Chrome shall take all steps reasonably anticipated to safeguard spectators and Sponsor's property. Should any losses occur which Sponsor believes are the result of Chrome's firework display, Sponsor will immediately notify Chrome of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and provide as much detail as possible regarding the extent of the loss (including clear pictures) as this process will be required by the insurance adjustors.

12. In the event of fire, accident, flood, act of God or other causes beyond the control of Chrome which prevents Chrome from performing under this contract, other than inclement weather, both parties agree to terminate this contract and all performance requirements and damages resulting therefrom.

13. The Sponsor will pay to Chrome pay all costs (including but not limited to court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, expenses, and all damages incurred by the Chrome through enforcing this contract.

14. The Sponsor agrees to indemnify, hold harmless and defend Display Operator and employees from any and all claims brought against the Display Operator for any and all accidents, incidents or allegations not directly related to the Display Operator's agreed upon contractual duties and obligations, aka: any other liabilities arising from sponsor's event.

Chrome will provide the General Liability insurance certificate to Sponsor for the purpose of insuring Chrome's risk in performing contracted duties involving the fireworks display. However, Chrome will be indemnified and held harmless for the remainder of the Sponsor's event or issues arising as result of the event. This includes but is not limited to the event's activities, other contractors, vendors, traffic issues, and members of general public, audience and/or any other matters beyond the direct control, scope, and duty of Chrome's contract.

15. This Contract will be construed by laws of the state of Wisconsin. If any provision of this agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

16. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. Chrome reserves the right to transfer the contract at which time the duties and liability would also be transferred in entirety, indemnifying and holding harmless Chrome. The waiver of any provisions of this Contract will not constitute a waiver of any other provision of this contract.

17. The party signing this document on behalf of Sponsor warrants and represents that (s)he is solely authorized to enter into this agreement on behalf of the Sponsor.

ADDITIONAL PROVISIONS:

X _____
Sponsor – signature

X Todd D. Novak

Print name and title

CHROME FIREWORKS AND DISPLAYS, LLC:



James Krueger - owner