

Firework Display Agreement  
Thunder On the Ridge 2024-2028

This Agreement is entered into on the date set forth below by and between Island Outdoor Management Inc. DBA North Florida Pyrotechnics hereinafter referred to as "North Florida Pyro" and Haines City Florida referred to as "Client". For and in consideration of the covenants by and between the parties hereinafter set forth the parties do hereby agree as follows:

1. North Florida Pyro shall produce a twenty- minute fireworks display for the Client, hereinafter referred to as "Display", located at 555 Ledwith Ave. Haines City, Florida 33844. The Display shall be fired July 4<sup>th</sup> at Dark. An alternate date, acceptable to both parties, shall be used if the original firing date and time stated above are canceled due to inclement weather.
2. North Florida Pyro shall produce the Display as a service to the Client. North Florida Pyro shall provide the materials, equipment, labor, permits, and insurance as required by law and/or deemed necessary by North Florida Pyro for the successful completion of the Display. North Florida Pyro shall not sub- contract any portion of this contract to third parties.
3. Client agrees, at its own expense, to provide North Florida Pyro with a suitable site to stage the Display, which must be clear of any and all people, vehicles and/or structures, acceptable to North Florida Pyro and the local authority having jurisdiction, to accommodate the normal firing and fallout of debris from the Display. Client shall provide written approval of all landowners for the use of their land as the Display site. Client shall allow sufficient time and access to North Florida Pyro to safely set up the Display on site.
4. North Florida Pyro shall not fire the Display if the wind speed exceeds twenty miles per hour; if so instructed not to by the local authority having jurisdiction; or, if the unplanned proximity of people or property should enter the Display site. North Florida Pyro shall attempt to fire the Display at such a time as conditions warrant a safe Display. There shall be no refund for effects not fired after arrival on Display site by North Florida Pyro.
- 5 North Florida Pyro agrees to indemnify, defend and hold Client harmless from all claims and suits made against Client in conjunction with the Display. North Florida Pyro agrees to provide liability insurance coverage in the amount of \$1,000,000.00 for bodily injury and property damage This indemnity and insurance covers the operations of North Florida Pyro only and does not extend to any other aspect of the event at which this Display shall be held. North Florida Pyro shall list Client, Landowners, Sponsors and Authority Having Jurisdiction as an additional insured on its insurance policies. Should the Client fail to perform its obligations as set forth herein, Client agrees, to the extent allowed by law, to indemnify, defend and hold North Florida Pyro harmless from all claims and suits made against North Florida Pyro in conjunction with the Display.

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7. Client shall have the option to cancel the Display at any time. If Client cancels the event prior to 10 days before the Display date, Client agrees to pay to North Florida Pyro as liquidated damages, 50% of the Display price. If Client cancels the event less than 10 days prior to the Display date, Client agrees to pay to North Florida Pyro as liquidated damages, 50% of the Display price and all costs incurred to that date by North Florida Pyro including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is canceled due to a Burn Ban or inclement weather prior to arrival on Display site, Client agrees to pay to North Florida Pyro as liquidated damages, 50% of the Display price and all costs incurred to that date by North Florida Pyro including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is canceled, for any reason, once it is installed at the Display site, The Client shall forfeit 100% of the Display cost, and full payment shall be due immediately.

Client may elect to set a rainout Display date. This date must be established at the time of this Agreement being signed and agreed upon by Client and North Florida Pyro. The date must fall Within 365 days of the original Display date. The display location may not be changed. Client agrees to pay an additional fee equal to one tenth (1/10) of the total Display cost listed below to cover additional labor, permit and equipment fees. This amount is due on the rainout date.

This contract shall be governed by the laws of the State of Florida. It is agreed that any court of competent jurisdiction within Clay County, Florida shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear it's own attorney fees and costs.

Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between North Florida Pyro and the Client. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

Client agrees that in the event North Florida Pyro breaches this Agreement or is otherwise negligent in performing the Display provided for herein, Client shall not be entitled to recover monetary damages from North Florida Pyro beyond the amount Client agreed to pay North Florida Pyro under this Agreement. Client shall not, under any circumstances, be entitled to recover any consequential damages from North Florida Pyro. This Agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

12. Island Outdoor Management INC.DBA North Florida Pyrotechnics Is a Florida Corporation. federal ID number is 82-4670600

North Florida Pyrotechnics shall produce the Display for \$42,000.00 annually per Show. It is agreed that the Client shall pay North Florida Pyrotechnics the amount of \$21,000.00 as a deposit per the signed Agreement annually by February 1<sup>st</sup>. The balance of \$21,000.00, plus any additional expenses incurred at the Client's request, shall be paid to North Florida Pyrotechnics by June 15<sup>th</sup>. Prior to each annual show. Agreement period is for five annual displays July, 4 2024, July 4, 2025, July 4, 2026, July 4, 2027, July 4, 2028. Any dishonored payment shall constitute breach of this Agreement.

Client  
Haines City  
Florida.

Island Outdoor  
Management INC.  
DBA North Florida  
Pyrotechnics

  
Signed by:

2-15-2024  
Date:

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Signed by:

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

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