

North Florida Pyrotechnics

North Florida Pyrotechnics
1212 Blanding BLVD. #10
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904-333-6622
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Fireworks Display Agreement

This Agreement is entered into on this date set forth below by and between Island Outdoor Management Inc. DBA North Florida Pyrotechnics, hereinafter referred to as “North Florida Pyrotechnics and Town of Dundee Florida. referred to as “Client”. For and in consideration of covenants by and between the parties hereinafter set forth the parties do hereby agree as follows:

- 1) North Florida Pyrotechnics shall produce for the Client, a Twenty- Minute aerial fireworks display on July 4th 2026, July 4th 2027, July 4th 2028. at approximately 9:00PM. An alternate date, acceptable to both, shall be used if the original firing dates and times stated above are canceled due to inclement weather conditions
- 2) North Florida Pyrotechnics shall produce the Display as a service to the Client. North Florida Pyrotechnics shall provide the materials, equipment, labor, permits, and insurance as required by law and/or deemed necessary by North Florida Pyrotechnics for the successful completion of the Display. North Florida Pyrotechnics shall not sub-contract any portion of this contract to a third party.
- 3) Client agrees, at its own expense, to provide North Florida Pyrotechnics with a suitable site to stage the Display, which must be clear of any and all people, vehicles.
- 4) North Florida Pyrotechnics shall not fire the Display if the wind speed exceeds twenty miles per hour; or 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 Pyrotechnics shall attempt to fire the Display at such time as conditions warrant a safe Display. There shall be no refund for effects not fired after arrival on Display site by North Florida Pyrotechnics.
- 5) North Florida Pyrotechnics agrees to indemnify, defend and hold Client harmless from all claims and suits made against the Client in conjunction with the Display. North Florida Pyrotechnics 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 Pyrotechnics only and does not extend to any other aspect of the event at which this Display shall be held. North Florida Pyrotechnics 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 Pyrotechnics harmless.

- 6) Client shall have the option to cancel the Display at any time. If Client cancels the display prior to 10 days before the Display date, Client agrees to pay 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 Pyrotechnics as liquidated damages, 50% of the Display price and all costs incurred to that date by North Florida Pyrotechnics if the Display is postponed or rescheduled due to inclement weather or a burn ban prior to arrival to the Display site, Client will allow 50% of the display price to be used for future date not to exceed 365 days past the original scheduled date and all costs incurred to that date including, but not limited to, permits, insurance, preparation labor, design per diems, etc. will be an additional charge. 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 fully payment shall be due immediately.
- 7) Client may elect to set an alternate Display date if needed. This date must be established at the time of this Agreement being signed and agreed upon by the Client. The date must fall within 365 days of the original Display date. The display location may not be changed. Client agrees to pay any 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.
- 8) 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 its own attorney fees and costs.
- 9) 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 Pyrotechnics and the Client. Neither party shall be held responsible for their own separate debts and obligations.
- 10) Client agrees that in the event North Florida Pyrotechnics 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 Pyrotechnics beyond the amount Client agreed to pay under this Agreement. Client shall not, under any circumstances, be entitled to recover any consequential damages from North Florida Pyrotechnics.
- 11) This Agreement shall be binding on the parties and on their heirs, administrators, Executors, successors, and assigns.
- 12) Island Outdoor Management, Inc. DBA North Florida Pyrotechnics is a Florida Corporation. Federal ID number is 82-4670600.
- 13) North Florida Pyrotechnics shall produce the display for \$19,500.00.per display It is agreed that the client shall pay North Florida Pyrotechnics in the amount of \$9,750.00 as a partial payment at this agreement and by February 1st 2027, February 1st 2028. The remaining balance will be due by Day of the Show July 4th, 2026, July 4th 2027 and July 4th 2028. And any additional expenses incurred at the Client's request, shall be paid to North Florida Pyrotechnics for each Contract Year Prior to Setup and fire. Any dishonored payment shall constitute breach of this Agreement.
- 14) In case of substantial change in the price of materials, labor, Insurance, regulations or supply chain beyond 10% (Jointly or individually) Both parties agree to negotiate and

endeavor to reach agreement in good faith regarding the adjustment (increase) to the supply price.

Signed by: _____

Signed by: _____

Date: _____

Date: _____