



*Our Mission...
"A Dedication to Pyrotechnic Perfection"*

TURN-KEY 1 YEAR CONTRACT FOR SERVICE

This contract is entered into this **September 4th, 2024**, by and between **Premier Pyrotechnics, Inc.** 25255 Highway K, Laclede County, Richland, MO 65556, telephone 417-322-6595, fax 573-213-2211, designated herein as the "Seller", and the **City of Grand Rapids** designated as the "Buyer".

Seller will deliver to Buyer the fireworks on **July 4th, 2025** and /or will make necessary substitutions of equal or greater value. Seller agrees to perform the fireworks display safely and in accordance with such Federal, State and Local laws that might be applicable.

Seller agrees that they are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations or as is the standard practice of Seller. It is also agreed that **BUYER/SPONSOR** is responsible for checking the display area at first light for any unexploded materials. If such materials are located immediately contact Premier Pyrotechnics at 417-322-6595 for further instructions.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall spectators be allowed closer than 70 feet per inch of the largest shell diameter. Buyer will provide adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the total purchase price of **\$21,000.00** including sales tax if applicable with the option to adjust the purchase price of the displays. **The Buyer will pay 50% of the first year's total price on the date this contract is signed, UNLESS taking advantage of the early pay option then you MUST PAY IN FULL FOR THE FIRST CONTRACTED YEAR'S TOTAL PRICE PRIOR TO THE EARLY PAY DATE, this applies to each contracted year.** The remainder is to be paid within 10 days following the date of the display. In the event of a weather-related delay, Buyer agrees to pay an additional cost of not more than \$200.00 per day for security. Seller will arrange for security. In case of cancellation the deposit is nonrefundable but will be held for a future display date. **All payments must be made to PREMIER PYROTECHNICS, INC and mailed to 25255 Hwy K, Richland, MO 65556.**

Early pay options are as follows: Payment received in full by December 1st, 2024, will receive an additional 15% product. Payment received in full by January 15th, 2025, will receive an additional 12.5% product. Payment received in full by March 1st, 2025, will receive an additional 10% product. Payment received in full by April 1st, 2025, will receive an additional 5% product. By signing a 3-year contract Premier Pyrotechnics will add an additional 5% product to your display.

Buyer acknowledges and agrees that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.5% per month, which is an annual percentage of 18%. This will be applied to the balance after specified payment due dates above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Laclede County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities, and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance.

SELLER: PREMIER PYROTECHNICS, INC.

BUYER: City of Grand Rapids

BY: Nicky Sanderson
DATE: September 4th, 2024

BY: _____ DATE: _____
Print Name & Title

AUTHORIZED PURCHASER REPRESENTATIVE SIGNATURE: _____

In the event of Force Majeure, any deposits for payments will be carried forward to the next possible date agreed on between the client and Premier Pyrotechnics Inc.

Premier Pyrotechnics, Inc. 25255 Hwy K Richland, MO 65556 Phone: (888)647-6863 Fax: (573)213-2211