



8425 WI 38, Caledonia, WI 53108

DRONE LIGHT SHOW CONTRACT

This contract shall be effective the later of the dates signed below, by and between BCI Entertainment, LLC (dba Northern Lights Drone Shows and herein referred to as, "BCI") and The Village of Harrison

Individual/Organization (herein, "Client"): The Village of Harrison

Contact Name (if different from above): Chad Pelishek

Mailing Address: W5298 State Rd 114 Harrison, WI 54952

Email Address: cpelishek@harrison-wi.org Phone: (920) 989-1062 x 109

Billing Contact Name: Chad Pelishek

Billing Address: W5298 State Rd 114 Harrison, WI 54952

Billing Email Address: cpelishek@harrison-wi.org Billing Phone: (920) 989-1062 x 109

This contract engages the services of BCI under the following terms:

1. PAYMENT TERMS:

Payment(s) shall be made by EFT, ACH, or credit card. Within 7 days of signing this Contract, Client shall pay a deposit of 25%, to be applied to the total contract price. The deposit must be received to guarantee the event date. The remaining balance shall be paid as follows: The remaining 75% balance is to be paid no less than seven (7) calendar days after the event date.

2. CREDIT CARD AUTHORIZATION AND CHARGES:

All invoices are based on a cash discount, credit cards are subject to convenience fees. BCI accepts all major credit cards for payments of events, a 3% convenience fee will be applied. By signing this contract (when providing a credit card for payment) you authorize BCI to process payments on the credit card for Retainer Fee and/or any unpaid balance owed as per the terms of this contract, unless arrangements have been made and noted on the contract.

3. FEES & COSTS:

BCI is responsible for the acquisition of any state and local permits. Client shall waive any fees or costs associated with local permits to the extent it has the authority to do so. Client is responsible for police, fire, or other appropriate protection necessary for proper crowd control, safety, and security during the event as well as all fees and costs associated.

4. INSURANCE:

BCI shall provide drone liability insurance in the amount of \$5,000,000 (five million) per occurrence. Client shall be listed as the certificate holder on the certificate of insurance.



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5. MUSIC & MARKETING:

In the event music is played during the event, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by Client, BCI reserves the right to use the production for promotional use, including but not limited to the capturing of video and photographs at any time or place during the event.

6. HOLD HARMLESS:

The Client agrees to hold harmless and indemnify BCI for any and all costs and liabilities, which may be incurred as a result of the failure of the Client to comply with its obligations and responsibilities under this contract, or the actions of individuals other than the pilots, crew or employees of BCI. The Client shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from BCI, including, without limitation, loss of income, business or profits.

7. FORCE MAJEURE:

Neither party will be responsible to the other party for any failure to fulfill obligations under the contract due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, riots, earthquakes, shortages, natural disasters or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence") resulting in or causing the cancellation of the planned show. Provided the party affected by the Force Majeure Occurrence notifies the other party in writing. The affected party shall resume performance of its obligation as soon as reasonably practicable after the removal of the cause. In the event of force majeure, BCI will apply all monies towards the agreed upon rain date referenced below in this contract (the "Rain Date"). If it is determined the Rain Date suffers a Force Majeure Occurrence, BCI will apply all monies towards a new date within this same calendar year, pending availability. If said new date cannot be agreed upon by both parties, BCI will refund 50% of monies already paid by Client under this contract.

8. TERMS AND CONDITIONS:

This Contract shall be governed by laws of the State of Wisconsin. A court of competent jurisdiction within Appleton county shall be the venue for any dispute. If any provision of this agreement is deemed unenforceable, the remaining provisions hereof shall remain in full force and effect. In the event of any legal dispute, the losing party shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Contract.

9. ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral or written. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract; any and all modifications to these terms shall be made in writing and become part of the agreement in its entirety.

10. POSTPONEMENT:

BCI will strive to execute the show as planned. At the discretion of BCI, the show may be postponed due to inclement weather or other circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, BCI shall instead perform the obligations for the event on the "Rain Date". In the event of further postponement, the Client may reschedule the show to a mutually agreed upon alternate date within the same calendar year of the original date. If the show is not rescheduled it shall be subject to cancellation. The Client shall be responsible for the reasonably incurred, direct costs of executing the show on the alternate date. Direct costs may include transportation, labor, and fees, and will begin at 10% of contract amount plus applicable government fees. Subsequent postponements, if necessary, shall be subject to the same conditions.

Client Initials: _____

BCI Initials: NG



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11. CANCELLATION:

If the Client elects to cancel the display ninety (90) or more days prior to the show date, the Client will forfeit the 25% retainer to BCI. If the Client cancels the display less than ninety (90) prior to the show date, the Client shall pay BCI 50% of the total contract amount plus incurred governmental fees. If the client cancels less than thirty (30) days prior to show date the client is responsible for 100% of total contract. If the Client elects not to reschedule a postponed display to within the same calendar year of the originally scheduled date, the Client shall pay BCI 100% of the total contract amount plus incurred governmental fees.

12. WORKFLOW:

BCI shall provide licensed pilots, which in addition hold a current Part 107, (Small Unmanned Aircraft Certificate) who will adhere to all local, state, and federal regulations when operating the UAVs. In addition, said pilot will deliver, set-up, execute, and dismantle the drone shows in adherence with Federal Aviation Administration (FAA) regulations as adopted by the Federal Government. The Client shall allow sufficient time for BCI to access and safely set up the show. Upon request by BCI, Client shall provide a means of transporting equipment to the launch site if the terrain is not suitable for passage by vehicle. The Client shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the fleet and equipment. Following the show, BCI shall remove all equipment.

13. SAFETY & SECURITY:

The Client agrees to cooperate with requests of BCI regarding the safety and security of the shows. In the event such requests are not resolved, BCI reserves the right to withdraw all equipment, the fleet, employees, and personnel without refund. The client shall be responsible for preventing unauthorized access to the launch site and flight perimeter during the set-up, flight, and tear out of equipment. BCI reserves the right to stop the show if unauthorized persons enter the secured perimeter.

14. SHOW DATE & BUDGET:

This addendum can be used for up to five (5) drone light shows:

Show Date(s):	July 16th 2025				
Rain Date(s):	TBD				
Show Cost(s):	25,000.00				
Travel Cost(s):	N.A.				
Total Cost(s):	25,000.00				
Deposit Amount(s):	6,250.00				
Deposit Due Date(s):	February 17th				
Final Payment Amount(s):	18,750.00				
Final Payment Due Date(s):	July 23rd				



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15. SHOW SPECIFICATIONS:

Show Description: A custom 200 drone show featuring the images, themes and music integration approved of by the client during the show design process

Show Location: TBD

Show Length: 15 Min

Approximate Start Time: TBD

Name of Person Cueing Start of Show: TBD

16. SHOW CONTACT(S):

Primary On-Site Contact Person:

Name: TBD

Cell Phone: TBD

Email Address: TBD

Secondary On-Site Contact Person (if applicable):

Name: TBD

Cell Phone: TBD

Email Address: TBD

By signing below, I accept all terms and conditions of this agreement and I certify that I am authorized to enter into this agreement on behalf of the Client.

On behalf of **Client**:

Signature: _____

Print Name: _____

Title: _____

Date: _____

On behalf of **BCI Entertainment, LLC**

Signature: Nathan Godfrey

Print Name: Nathan Godfrey

Title: Account Executive

Date: 02-03-2025



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Payment Number	Payment Date	Amount Due
1	Feburary 17th 2025	\$6,250.00
2	July 23rd 2025	\$18,750.00

