



## ***SALES AGREEMENT FOR SERVICES***

Deep South Fireworks LLC

This Sales Agreement for Services (this "Agreement") was made effective as of February \_\_\_, 2025, by and between Deep South Fireworks LLC ("Deep South"), and The City of Jonesboro.

**1. DESCRIPTION OF SERVICES.** On June 19, 2025 and June 19, 2026 Deep South will provide The City of Jonesboro the following services (collectively, the "Services"):

**2. Services:**

The Firework Shows with 1.4g and 1.4 Professional Product will include a 10-minute nighttime display. This will include: the product, insurance, set-up, and coordination of the show along with clean up.

June 19, 2025

The show cost: \$7,500

Discount: 7% (\$-525)

Permit Fee: if applicable

Taxes: \$0

Travel fee: \$0

Total: \$6,975 + permit fee if applicable

June 19, 2026

The show cost: \$7,500

Discount: 7% (\$-525)

Permit Fee: if applicable

Taxes: \$0

Travel fee: \$0

Total: \$6,975 + permit fee if applicable

The location for this show is 137 West Mill Street, Jonesboro, GA

The time of the show is to be determined by The City of Jonesboro.

**3. PAYMENT.** The payment shall be made to Deep South Fireworks with installments as followed:

The Deposit of \$3,487.50 is due February 23, 2025.

The final payment for 2025 of \$3,487.50 + permit fee if applicable is due on or before June 19, 2025.

The Deposit of \$3,487.50 is due February 23, 2026.

The final payment for 2026 of \$3,487.50 + permit fee if applicable is due on or before June 19, 2026.

Payments are accepted by check, cash, Zelle, and bank transfer. The address if using a check is 47 Lake Susie Rd Hawkinsville GA 31036.

**4. WARRANTIES.** Deep South shall provide its services and meet its obligations under this Agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Deep South's community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Deep South's on similar projects.

**5. CANCELLATIONS.** In the event of inclement weather as defined as rain, wind, lightning and/or severe conditions (tornado, hurricane, thunderstorm watch/warnings) that compromise the safety of the spectators and/or Deep South employees, the show may be delayed until it is safe to fire, but the show may be shot during a rain event at the sole discretion of Deep South. The employees of Deep South have the right to cancel or delay the show for any unsafe conditions. If Deep South Fireworks cancels for any reason other than bad or unsafe weather, the client is entitled to a full refund. Outside of any of the above issues, if The City of Jonesboro decides to cancel the event and it is paid in full, half of the money will be refunded, but the deposit is nonrefundable. In the event of bad weather, the show can be arranged for another day within 365 days at no additional cost to the customer aside from travel and permit fees to not exceed \$1,000.00 (\$.65 per mile roundtrip) depending on the distance and permit fees. The rescheduling date will be determined by availability of Deep South.

**6. LITIGATION COSTS AND EXPENSES:** If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement), arising out of, or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing party in the suit, action, or proceeding shall be entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, including the prevailing party's actual attorneys' fees and expenses, expert fees, and court costs, including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings.

**7. REMEDIES ON DEFAULT.** In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe in sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement.

**8. LATE PAYMENT:** If the City of Jonesboro fails to make any payment due under the terms of this agreement within seven days, The City of Jonesboro shall pay Deep South interest at the rate of 1.5% per month compounded on any amount that is delinquent commencing with the date that payment became delinquent.

**9. JURISDICTION AND VENUE:** This Agreement shall be governed by and interpreted in accordance with Georgia law. In entering into this Agreement, The City of Jonesboro expressly and irrevocably submits itself to the exclusive jurisdiction of the Superior Courts of Pulaski County, Georgia for the purpose of all disputes. Should The City of Jonesboro initiates litigation against Builder, its parents, subsidiaries, or one of its affiliated entities on any claim arising out of, connected with, or concerning this Agreement or performance hereunder The City of Jonesboro consent to and must bring such action in the Superior Court of Pulaski County, Georgia.

**10. ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

**11. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**12. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and comp strict compliance with every provision of this Agreement.

Signatures on next page

I understand & agree this is a legal representation of my signature.

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**Customer: Mayor Donya L. Sartor**

*Devin Vargas* 2/12/2025  
**Devin Vargas, CEO, Deep South Fireworks LLC**