

# Lake Park Centennial Celebration

## Fireworks Display Proposal

**Prepared for:**

City Official Town of Lake Park



# About Us

My Three Sons Fireworks Company LLC is a premier fireworks display and special effects company catering towards private and public events all over the state of Florida. You may have guessed it! The owner of My Three Sons Fireworks Company, Josh Hite, does have three sons! Family is the most important thing in the world to Josh and his sons love his fireworks displays so much that he named the company after them. All of our technicians are proud members of the Florida Pyrotechnics Arts Guild and Pyrotechnics Guild International (PGI). All shows are fired electronically with safety as the number one concern. My Three Sons Fireworks Company does shows for clients because when we look at the sheer awe and enjoyment, the smiles, laughs and cries of the clients when watching our displays, it is one of the most satisfying feelings in the world.



# Town of Lake Park's Event

We are very familiar with and have successfully assisted numerous clients in your industry providing jaw dropping displays. However you envision your event to be, we can make it happen.

## Wedding Client Longboat Key, FL



## Florida Fall Fireworks Festival and Four Season's Fireworks



# Our Clients

We know how important your next event is and we want to take all of the stress out planning and organizing it for you while making sure it is a great success.



## Silhouette Group

Award winning global event production and design agency. Fireworks displays for celebrities

December 2022

## Alexis B

Wedding Client

2022

"Wanted to thank you SO very much for a phenomenal fireworks show! You were the hit of the evening! Everyone raved about how amazing the show was. You were an absolute pleasure to work with, and we can't thank you enough!"



## Carey S

Leukemia & Lymphomas Society, Light The Night

November 2022

"My Three Sons Fireworks Company LLC is my fireworks company forever and ever!"



## Tampa Bay Rowdies - Professional Soccer Team

Fireworks and Special Effects

2023 Season

# Shell and Cake Sizes and Effects

## **Intracoastal Near Kelsey Park**

### Cakes

- Cake bore size will range from 0.8" - 3.0"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and nishiki kamuros. Colors included are red, green, blue, yellow, gold and white.

### Shells

- Shell size will be up to 6"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and bowties. Colors included are red, green, blue, yellow, gold and white.

### Comets, Modular Slice Cakes, and Mines

- Shell size will be between 1.0"- 2.0". Colors included are red, green, blue, yellow, gold and white. The colors may vary by show according to the choreography

# Shot Counts

Size	Shots
1-3" Cakes, Slices and Comets	2,130
3"	420
4"	150
5"	100
6"	36
<b>Grand Total</b>	<b>2,836</b>

We will use two vessels for this show where the barge vessel will hold the display shells and the 2nd vessel will hold the cakes, slices, comets and mines.

# References

1. **Leukemia and Lymphoma Society.** Carey Stadler, 914-821-8954, carey.stadler@lls.org. *Public fireworks display for Light The Night event*
2. **Swanky Soiree Events.** Christina Harris, 941-893-7860, swankysoireeflorida@gmail.com. *Wedding fireworks displays*
3. **Sumter County.** Jenny Yoder, 352-748-6655, jennyy@tdpools.com. *Public fireworks display for the 4th of July*
4. **Village of Palm Springs.** Garrett Pearson, 561-584-8200, gpearson@vpsfl.org. *Public fireworks display for the 4th of July*
5. **Tampa Bay Rowdies.** Jeff Parkinson, 727-808-5931, jparkinson@rowdiessoccer.com. *Fireworks and special effects for professional soccer team.*

## Examples of Past Work

Show design using our scripting software: <https://youtu.be/kSrIaon1ciY>

Highlight video from prior show in Sumter County: <https://youtu.be/W7exA4KEr5g>

Pyromusical for Four Seasons Fireworks in Clermont, FL: <https://vimeo.com/manage/videos/829424093>

# Pricing

Option 1 - 2,836 shots	Price	QTY	Subtotal
Fireworks Display - 11/18/2023	\$34,000.00	1	\$34,000.00
			<b>\$34,000.00</b>

This includes a 25 minute show with a clearly defined grand finale within the show. Please see Schedule A for the details of Our responsibilities. This price includes all product, labor, boat pilot, fire department permit application, barge and vessel, hazmat materials, fire watch, Air Traffic Control Notice to Airmen, USCG permit application, insurance and hazmat transportation.

# Event Contract

This Event Contract (the “Contract”) states the terms and conditions that govern the contractual agreement between My Three Sons Fireworks Company LLC having its principal place of business at 11235 Millpond Greens Dr, Boynton Beach, FL, 33473 (the “Company”), and Town of Lake Park (the “Client”) who agrees to be bound by this Contract.

WHEREAS, the Client is conducting a fireworks display, on 11/18/2023 (the “Event”); and

WHEREAS, the Company agrees to manage the Event according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties within this Contract, the Company and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

## Services

On the dates as noted above with Pricing table, we will assemble a firework Show with 1.4g, 1.4g Pro Product, Articles of Pyrotechnic Product, and/or 1.3g product and will last for approximately 25 (twenty five) minutes with a clearly defined grand finale included within the 25 minutes. This will include: the product, insurance, set-up, and coordination of the show along with clean up. It is understood by both parties that We will clean up all major debris and debris that we are able to see at night time – it is

possible that there could be minor debris that we do not see such as paper and it is understood that Client would be responsible for that cleanup (or engaging a service to clean) if required by the venue.

The display shall be fired electronically using a Cobra Wireless Firing System.

The location for this services will be at and around Kelsey Park, 601 Federal Hwy, Lake Park, FL, 33403. The time of the services for the fireworks display 9:00pm as determined by Client.

## Cancellations

If it is lighting or thundering the show may be delayed until it will be safe to fire, but the show will be shot if it is raining provided that the wind conditions are safe. The employees of The Company have the right to cancel or delay a show for any reason resulting in unsafe conditions. Outside of any of the above issues if the Client decides to cancel the event, the fireworks display may be moved to another day of the year 2023-2024 if the cancellation occurs more than 48 hours from the event date. If the cancellation occurs within 48 hours of the event, a 60% credit will be given towards another fireworks display in order to cover the cost of labor, restocking, and hazmat fees.

## **Payment**

The payment shall be made to My Three Sons Fireworks LLC. Payments are accepted by cash, credit card, check, and bank transfer. The address if using a check is 11235 Millpond Greens Dr. Boynton Beach, FL, 33473. There is a 3.5% convenience fee for using a credit card. Payment details may be reviewed in Schedule B.

## **Warranties**

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

The Client also has a responsibility for the successful execution of the shows. The Client must provide a safe working area to Us and under no circumstances should an unauthorized person enter the fallout area which will be designed and marked off by the Us. We will not fire the show or work on the display leading to the show if there are unauthorized persons in the fallout zone. This is to maintain the highest degree of safety to ensure that The Company, The Client and spectators have a safe and pleasurable experience. It is The Client's responsibility to control the spectators and enforce the rules on not entering an unauthorized area. If the Client would like to enter into the fallout zone prior to the show, they must do so under escort of an employee from The Company.

The Company does have an active insurance policy that covers all our shows. We will clean all the major firework debris.

## **Remedies on Default**

In addition to any and 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 with 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 period shall result in the automatic termination of this Agreement.

## **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.

## **Amendment**

This agreement may be modified or amended if the amendment is made in writing and signed by both parties.

## **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 compel strict compliance with every provision of this Agreement.

## **Applicable Law**

This Agreement shall be governed by and construed according to the laws of the State in which then event is taking place in.

# Event Contract

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below:

My Three Sons Fireworks Company LLC

Town of Lake Park

Joshua Hite

City Official

# **Schedule A: My Three Sons Fireworks Company LLC's Duties**

## **Pre-Event planning**

My Three Sons Fireworks Company LLC will plan event according to Town of Lake Park's specifications. We will secure the permit required in order to execute the show on the date of the event.

## **Physical set up of Event site**

My Three Sons Fireworks Company LLC will set up the Event bringing all product, racks, firing system and protective equipment.

## **Coordination**

My Three Sons Fireworks Company LLC will work with the authority holding jurisdiction (AHJ), police and fire department. We will prepare the shoot site for the fire inspection and communicate as necessary the to AHJ, police and fire department.

## **Execution**

My Three Sons Fireworks Company LLC electronically fire the display for the Town of Lake Park's Events. The show will be fired in accordance to NFPA 1123 standards. The show will be shot at the prior mentioned show length continuously with no extended delays of "black sky".

## **Cleanup**

My Three Sons Fireworks Company LLC will clean the shoot sites to return them to condition that they were in prior to our arrival. This includes removal of major debris, sweeping and removal of any possible unexploded shells. If needed, we will coordinate with our Hazmat 24 hour response team to ensure proper hazardous material removal.

## **Licenses and Insurance**

My Three Sons Fireworks Company LLC will provide certificates of insurance to the required parties. We will provide required parties the permit for the shows, our valid BATFE license and shooter certifications two weeks prior to the display.

# Schedule B: Payment

Total amount: \$34,000

## Schedule

50% due on acceptance

50% due on 11/17/2023