



2026

PYRO-PRODUCTION AGREEMENT

FOURTH OF JULY

CITY OF LANSING

Project #34689168701 / Pyromusical Production / Multi Event



Passion
For People



Passion
For Events



Passion
To Thrill

CREATED FOR

Tim Vandal
City Administrator

CREATED BY

Cody Hanna
Director of Business Development

VALID UNTIL

2025-07-11

PYRO-PRODUCTION AGREEMENT

THIS PYRO-PRODUCTION AGREEMENT ("Agreement") is entered into on 2025-05-15 by and between **Victory Pyrotechnics & Special Effects, LLC**, a Kansas limited liability company, whose address is set forth above ("Victory"), and City of Lansing, whose address is 800 1st Ter, Lansing, KS, 66043-1725 ("Client"). Victory and Client are sometimes individually referred to as a "Party" and collectively as the "Parties." In consideration of the terms and conditions set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. PROPOSAL

Victory agrees to supply, and Client agrees to pay for three (3) Pyro-Production, as detailed in Proposal 296, which has been accepted by the Client and incorporated herein.

Scope of services to be provided by Victory	Detailed in Proposal 296
Production Dates	2026-07-03, 2027-06-26, 2028-07-01
Production Time	10:00 PM
Production Location	Lansing High School 1412 147th St, Lansing, Kansas, 66043

2. DOCUMENT EXPIRATION

The pricing provided in this Agreement is valid only for 30 days from the date this Agreement is sent to the Client via any means. Victory may, but is not required to, accept this Agreement if the Client does not return the signed Agreement within this time.

3. PRICE AND PAYMENT TERMS

Client agrees that the Total Price of \$80,080.20 less any discounts described below is to be paid to Victory as follows (please initial beside your desired Payment terms):

INITIAL	#	PAYMENT TERMS
	1	No deposit is required for Year 2 or Year 3 upon execution of this Agreement. This option includes a 4% discount. The total balance for each agreement year shall be due and payable in full on the anniversary of the Agreement's acceptance date.
	2	No deposit is required for Year 2 or Year 3 upon execution of this Agreement. This option includes a 6% Additional Product Allotment. The total balance for each agreement year shall be due and payable in full on the anniversary of the Agreement's acceptance date.
	3	Upon executing this Agreement, Year 1 must be paid in full, along with a 50% deposit for Years 2 and 3. This option includes an 8% discount. The remaining balance for Years 2 and 3 shall be divided equally, payable in full on the anniversary of the Agreement's acceptance date.
	4	Upon executing this Agreement, Year 1 must be paid in full, along with a 50% deposit for Years 2 and 3. This option includes a 14% Additional Product Allotment. The remaining balance for Years 2 and 3 shall be divided equally, payable in full on the anniversary of the Agreement's acceptance date.

Billing will be based on the Schedule of Payments outlined in Appendix B, in accordance with the agreed-upon payment terms selected above. Interest will accrue on all unpaid amounts from the payment due date at a rate of 1.5% per month (equivalent to an annual percentage rate of 18%) or at the maximum rate permitted by applicable law, whichever is lower. In the event of non-payment, Victory reserves the right to suspend services, terminate this Agreement, and/or pursue legal remedies to recover amounts owed, including any associated costs and attorney fees.

Pricing and Payment Terms continued on next page...

Additional Product Allotment Definition: For clients electing the Additional Product Allotment option as part of their payment terms, Victory agrees to provide an increased allotment of pyrotechnic materials, calculated as a percentage of the total cost of the Pyrotechnic Materials line item, in lieu of a cash discount. The Additional Product Allotment shall be applied exclusively to the pyrotechnic materials used in the contracted events under this Agreement and shall not be transferable, redeemable for cash, or applicable to any other services, fees, or costs. The additional allotment must be utilized in full for each individual event within the Agreement and cannot be reallocated, stored, or carried over to future events. The additional product will be allocated in accordance with Victory's standard inventory availability and procurement schedules. Victory reserves the right to determine the specific composition of the additional product allotment based on safety, regulatory compliance, and logistical considerations. The client acknowledges that any unused portion of the Additional Product Allotment for a given event shall be forfeited and will not be credited or applied to subsequent events.

Rate Increase: The parties agree that after the initial 12 months of the Term, Victory may increase its standard fees specified in Section 3/Appendix B upon 30 days' prior written notice to Client, provided, that:

- Such increases occur no more frequently than once per agreement year of the Term; and
- the amount of such increase shall not exceed five percent (5%).

4. MUSICAL SOUNDTRACKS

For Pyro-Productions using a musical soundtrack (i.e., Pyromusicals):

Agreements Signed 90 Days or More Before the Production Date: The Client must complete, sign, and return this Agreement at least 90 days prior to the Production Date. Victory will create a music soundtrack, ensuring a cohesive and engaging Pyro-Production. This soundtrack will be developed exclusively by Victory and provided to the Client for approval no later than 45 days prior to the Production Date. For multi-year agreements, each Production Date will be considered separately, with these terms applying to each event independently.

Agreements Signed Less Than 90 Days Before the Production Date: If the Agreement is signed within 90 days of the Production Date, Victory will expedite the creation of the music soundtrack.

The timeline and corresponding increases in audio design costs are as follows:

- **Agreements signed between 60 and 89 days prior to the Production Date:** The soundtrack will be provided for approval no later than 30 days prior to the Production Date. Audio design fees will increase by 10% due to the expedited timeline.
- **Agreements signed less than 60 days prior to the Production Date:** The soundtrack will be provided for approval as soon as possible but no later than 15 days prior to the Production Date. Audio design fees will increase by 20% due to the expedited timeline.
- **Agreements signed less than 30 days prior to the Production Date:** The soundtrack will be provided for approval as soon as possible, with no guarantee of approval before the Production Date. Audio design fees will increase by 30% due to the expedited timeline. Additionally, Victory reserves the right to limit the scope of services to ensure feasibility within the shortened time frame.

Approval and Revisions: The Client must provide approval or request revisions within 3 business days of receiving the soundtrack. If the Client does not respond within this timeframe, Victory reserves the right to finalize the soundtrack based on its professional judgment and proceed with the Production. The initial pricing includes the creation of one (1) soundtrack and one (1) round of revisions requested by the Client. Additional revisions will be billed at \$500 per set of revisions if time allows.

Intellectual Property: If Victory includes music or commercial video content in each Pyro-Production that is protected under intellectual property law, the Client assumes full responsibility for securing and paying any required licensing fees. Additionally, the Client agrees to indemnify and hold Victory harmless against any claims, liabilities, or expenses arising from the unauthorized use of such intellectual property.

5. VICTORY DUTIES

Victory agrees to:

- Supply all pyrotechnic devices listed in the Proposal, along with mortars, firing equipment, and any other required materials necessary to perform its services as outlined herein.
- Victory will remove all equipment, discharged pyrotechnic devices, and debris from the immediate Pyro-Production Site. Client acknowledges and agrees that additional debris may remain in the fallout area after Victory has completed its responsibilities. Victory will conduct a reasonable inspection of the fallout area after each Pyro-Production to ensure that no debris is on fire or poses an immediate danger to public health, safety, or welfare. Victory's obligations are limited to the scope outlined above, and Victory shall not be liable for any debris or conditions in the fallout area beyond those identified and addressed during its reasonable inspection. After Victory's responsibilities have been fulfilled, the client assumes responsibility for any additional cleanup, monitoring, or actions required within the fallout area.
- Comply with all local, state, and federal guidelines and obtain all permits, licenses, and required approvals necessary to conduct each Pyro-Production. This includes ensuring all **PYROTECHNIC-SPECIFIC** approvals are secured and properly documented as required by governing authorities and ensuring compliance with all local, state, and federal safety regulations related to each Pyro-Production, including adherence to National Fire Protection Association (NFPA).

6. CLIENT DUTIES

Client agrees to:

- Securing a suitable location for each Pyro-Production to take place (referred to as the "Pyro-Production Site").
- Arranging an appropriate location with either private or public security personnel to park Victory's truck(s) overnight (or for any other period reasonably required for the effective execution of each Pyro-Production).
- Ensure adequate protection—through private security, public security, police, or fire protection as necessary—to prevent unauthorized vehicles or individuals from accessing designated security areas, including each Pyro-Production Site, fallout area, and spectator viewing area, before, during, and after each Pyro-Production performance. This protection must remain in place until Victory's pyrotechnic operator has inspected and cleared the site.
- Clean up remaining debris from the fallout area after Victory's crew has inspected and cleaned the immediate Pyro-Production Site.
- Ensure the availability of trash receptacles or other appropriate disposal methods for debris generated by each Pyro-Production, limited to materials Victory has deemed safe for disposal.
- Ensure that all permits, licenses, and required approvals **EVENT-SPECIFIC** are obtained, except for those specifically identified as Victory's responsibility outlined in Victory Duties. This includes approvals for items like venue usage and crowd safety.

Furthermore, the Client accepts full responsibility for compensating their employees, contractors, or agents for any wages, fees, or other payments related to their involvement in each Pyro-Production, beyond the scope of services provided by Victory.

7. PERMITTING FEES

Client is responsible for the payment of all governmental fees and expenses imposed or applied to each Pyro-Productions that this Agreement outlines, including any additional governmental fees assessed after the signing of this Agreement.

8. CREDITING

Client will credit Victory as "Fireworks by VictoryPyro" in all advertising or marketing materials that are within the Client's authority. Client shall have sole discretion as to the size and location of said credit in advertising/marketing materials but must comply with Victory's brand standards, which can be provided at Client request.

9. INSURANCE

- **Commercial General Liability Insurance:** Victory shall provide commercial general liability insurance with a policy limit of no less than \$2,000,000 per occurrence, covering bodily injury, property damage, and personal liability solely for claims arising directly from each Pyro-Production.
- **Certificate of Insurance:** Victory shall issue a certificate of insurance naming the Client as an additional insured, which shall be delivered no later than ten (10) days prior to the Production Date for each year that this Agreement covers.
 - Additional Insured Parties Victory shall include as additional insureds any parties the Client is contractually obligated to insure, including but not limited to Client's sponsors, property owners, and municipal corporations. This coverage shall exclude claims arising from independent acts of negligence by those additional insureds.

Workers' Compensation and Automobile Liability Insurance: Victory shall maintain workers' compensation and automobile liability insurance as required by applicable law, covering all activities directly related to each Pyro-Production.

10. INDEMNIFICATION

To the extent permitted by law, Victory agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, representatives, and insurers from and against any and all demands, claims, causes of action, judgments, or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract, or otherwise, that occur directly or indirectly from:

- The gross negligence or willful misconduct of Victory or its employees, agents, contractors, or representatives; or
- The failure of Victory to comply with its obligations and responsibilities under this Agreement.

Similarly, the Client agrees to indemnify, defend, and hold harmless Victory, its officers, directors, employees, agents, representatives, and insurers from and against any and all demands, claims, causes of action, judgments, or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract, or otherwise, that occur directly or indirectly from:

- The gross negligence or willful misconduct of the Client or its employees, agents, contractors, or representatives; or
- The failure of the Client to comply with its obligations and responsibilities under this Agreement.

11. CANCELLATION OF EACH PYRO-PRODUCTION

The Client agrees to the following terms and conditions regarding the cancellation of services under this Agreement. These provisions are designed to address the costs, preparations, and commitments involved in planning and executing each Pyro-Production. By entering into this Agreement, the Client acknowledges their responsibility for any applicable fees or penalties outlined in this section if cancellation occurs. Should the Client cancel this Agreement in totality or any of the Production Dates individually, written notice must be provided to Victory via overnight mail using a nationally recognized courier or by certified mail addressed to Victory at PO Box 219, Clearwater, KS 67026. Victory will consider the cancellation notice effective upon receipt and will determine the applicable fees owed by the Client under this provision.

CANCELLATION PERIOD – FROM THE PRODUCTION DATE	AMOUNT DUE TO VICTORY
90 or more days	60% of the Total Price
30 to 89 days	80% of the Total Price
15 to 29 days	90% of the Total Price
14 or less days	100% of the Total Price

11.1. NON-APPROPRIATION CLAUSE

The parties acknowledge that this agreement is subject to the annual appropriations by the governing body of the Client as required by Kansas law (K.S.A. 10-1116b). If funds are not appropriated or are insufficient for the continuation of this agreement in any fiscal year, the Client shall have the right to terminate this agreement without penalty or further obligation. In such event, the Client shall provide written notice to Victory of such termination at least 90 days prior to that year's Production Date as outlined in Section 1. This clause shall not be construed to affect any obligation of the Client to make payments for services rendered prior to the date of termination.

12. RESCHEDULING EACH PYRO-PRODUCTION

Victory will work with the Client to reschedule each Pyro-Production for a mutually agreeable date within 6 months of the original Production Date. As part of rescheduling, the Client agrees to pay Victory the Rescheduling Fee listed below. If the Parties cannot agree on a rescheduled date within the 6-month period, Victory reserves the right to retain payments made to cover incurred costs. PLEASE NOTE THAT POSTPONEMENT IS NOT AVAILABLE FROM JULY 1ST THROUGH JULY 7TH UNLESS SPECIFICALLY NEGOTIATED AND STATED IN THIS AGREEMENT.

RESCHEDULING TIMEFRAME - FROM THE PRODUCTION DATE	AMOUNT DUE TO VICTORY
5 or more days	Additional 20% of Total Price
3 to 4 days	Additional 30% of Total Price
2 or less days	Additional 40% of Total Price

13. ON-SITE INCLEMENT WEATHER AND OTHER RELATED SAFETY CONCERNS

The Client agrees to the following terms and responsibilities related to inclement weather and other safety concerns that may arise once Victory's crews are on-site. These provisions prioritize the safety of personnel, spectators, and property while ensuring compliance with local regulations and industry best practices. The Client acknowledges their obligation to cooperate with Victory in addressing these concerns, including facilitating necessary adjustments to the schedule, site setup, or other requirements, and assumes responsibility for any additional costs incurred due to such circumstances.

- **Authority to Postpone or Delay:** Client and Victory agree that the pyrotechnic operator in charge, acting on Victory's behalf or under the Authority Having Jurisdiction, shall have the sole responsibility to postpone or delay each Pyro-Production if, in the operator's judgment, circumstances beyond the control of either Party pose an extraordinary risk to the health or safety of any person or property within the vicinity of each Pyro-Production Site.
- **On-Site Matching of Pyrotechnic Devices:** Once the pyrotechnic devices have been matched (electrically connected) on-site, each Pyro-Production will either proceed as planned or be postponed to the following night. HOWEVER, IF THE SCHEDULED PRODUCTION DATE FALLS BETWEEN JULY 1ST AND JULY 7TH, EACH PYRO-PRODUCTION WILL PROCEED AS SCHEDULED WHEN DEEMED SAFE BY VICTORY'S PYROTECHNIC OPERATOR WITHOUT THE OPTION FOR RESCHEDULING.
- **Next-day Postponement:** In the event of a next-day postponement, the Client agrees to provide and bear the cost of security to safeguard each Pyro-Production Site until the rescheduled Pyro-Production occurs. Additionally, the Client will be responsible for an additional 20% of the Total Price per day until the rescheduled Pyro-Production is completed and Victory's crew is released.
- **Damaged Products:** If any product is damaged during an attempt to execute each Pyro-Production and cannot be safely reused, 100% of the Total Price will remain payable.

14. FORCE MAJEURE

The Client assumes all risks related to weather, civil unrest, pandemics, or other uncontrollable events preventing each Pyro-Productions. The Parties agree to reschedule the event within 6 months, provided both Parties mutually agree on the rescheduled date. Any payments made by the Client prior to the force majeure event shall be applied toward the rescheduled event. Rescheduling due to a force majeure event will be subject to the same fees outlined in Section 12, titled Rescheduling of each Pyro-Production.

15. LIMITATION ON DAMAGES

IN NO EVENT SHALL VICTORY, ITS OWNERS, AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR VICTORY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL VICTORY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VICTORY PURSUANT TO THIS AGREEMENT.

16. INDEPENDENT CONTRACTOR; NO JOINT VENTURE

Victory and Client acknowledge that Victory is acting solely as an independent contractor in providing services under this Agreement. Nothing contained herein shall be construed to create any partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind or obligate the other Party in any manner whatsoever except as expressly provided in this Agreement.

17. ATTORNEY FEES

In the event that Victory enforces any provision of this Agreement through an action at law or in equity, Client agrees to pay all costs and expenses incurred by Victory, including reasonable attorney fees.

18. ELECTRONIC SIGNATURES

The Parties agree that this Agreement and any related documents may be signed electronically. Signatures delivered electronically shall be deemed binding and as valid as original signatures.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior Agreements, understandings, negotiations, and representations, whether written or oral, related to the subject matter hereof. Modifications must be in writing and signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflict of laws principles.

20. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable (a "Severed Provision") such Severed Provision shall be stricken from this Agreement and all other provisions of this Agreement shall remain in full force and effect. Each Severed Provision shall immediately be replaced by a provision as near in terms as possible under the law to the Severed Provision, so as to give full force and effect, as near as possible to the original intent of the parties.

21. SURVIVAL

The provisions of this Agreement that by their nature are intended to survive termination or expiration, including but not limited to Section 9. Insurance, 10. Indemnification, 15. Limitation on Damages, and 17. Attorney Fees, shall survive the termination or expiration of this Agreement.

22. MISCELLANEOUS

- a. Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by any party without the prior written consent of the other party.
- b. This Agreement may only be amended, revised, or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision, or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- c. Tender of either the Initial Payment or Total Price by Client, without a signed Agreement, will represent Client's acceptance of this Agreement as written.
- d. All of the terms of this Agreement apply to and are binding upon the Parties and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through, or under them.
- e. The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Production Date under this Agreement, or 2) any Rescheduled date agreed to either orally or in writing by the Parties.
- f. All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- g. If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights, or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights, or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- h. All notices must be in writing and will be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Victory, PO Box 219, Clearwater, KS 67026.
- i. The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim, or breach of this Agreement or any amendments (excluding any price or payment terms), the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.

City of Lansing

Victory Pyrotechnics & Special Effects, LLC

Cody Hanna

05 / 15 / 2025

Tim Vandal

Cody Hanna