

**PYROTECHNIC DISPLAY, INC.  
FIREWORKS DISPLAY AGREEMENT**

This agreement is entered into this 14th day of February, 2019 between Pyrotechnic Display, Inc., a Minnesota Corporation with offices in Clear Lake, Minnesota, ("Pyrotechnic") and city of Marshall Community Services of the City of Marshall, State of Minnesota ("Customer"), for the purchase of a fireworks display. ("Agreement")

**SECTION 1 FIREWORKS DISPLAY**

Pyrotechnic agrees to furnish for the Customer (3) three fireworks display(s), as per the specifications agreed to and made part of this Agreement, on the evening of July 4, 2020, 2021 and 2022 ("Fireworks Display").

**SECTION 2 CONTRACT PRICE**

In consideration for the Fireworks Display, Customer agrees to pay Pyrotechnic the sum of \$11,800.00 (Eleven thousand eight hundred and 00/100 dollars) PER EACH DISPLAY includes sales tax. A service fee of 1.5% per month shall be added to the Contract Price, or any portion of the Contract Price due, if it is not paid within 15 days of the date payment becomes due under this Agreement.

**SECTION 3 MATERIALS AND SERVICES**

Pyrotechnic shall be responsible for providing inventory meeting the specifications for the Fireworks Display, and the services of an operator who will be responsible for preparing and conducting the Fireworks Display. Pyrotechnic shall prepare a final design prior to the Fireworks Display, and the exact specifications will be supplied to the Customer after the final design, upon request.

**SECTION 4 INSURANCE**

Pyrotechnic Display, Inc. shall obtain a Public Liability and Property Damage and Workers Compensation Insurance. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

**SECTION 5 LOCATION**

Customer shall be responsible for providing a suitable location for the Fireworks Display. Customer shall cooperate with Pyrotechnic to ensure that the site is suitable for the Fireworks Display, and Pyrotechnic shall have the right to reject a proposed site for lack of accessibility, fire or other safety reasons.

In addition to providing the location, Customer shall be responsible for:

- Providing an appropriate staging area, and a minimum spectator setback of 350 feet.
- Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel.
- Searching the fallout area at first light following a nighttime display.
- Providing security, police and fire protection, to ensure 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.

**SECTION 6 WEATHER RELATED POSTPONEMENT AND CANCELLATION.**

Customer acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, Customer shall be responsible for payment based on the schedule below, which shall be due within 30 days of the date agreed to in Section 1. If Customer does not reschedule the Fireworks Display within the twelve-month period, an additional 30% of the Contract Price shall be due from the Customer for damages and expenses relating to the cancellation.

If customer chooses to postpone or cancel the Fireworks Display for any reason, customer shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in Section 1. In the case of postponement or cancellation, Customer shall pay, as an additional fee, the following percentage of the Contract Price.

- At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.
- At any time on the scheduled date for the Fireworks Display, 20% of the Contract Price
- After the commencement of the Fireworks Display, where Pyrotechnic's operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

The Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotechnic Display, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

**SECTION 7 ENTIRE AGREEMENT**

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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**NOTE: Any changes without Pyrotechnic Display, Inc. approval will cancel agreement.**

**NOTE: This agreement will be withdrawn if not accepted within 45 days.**

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Signed on: 3-27, 2019.

Signed on: March 26, 2019.

**PYROTECHNIC DISPLAY, INC.**

BY: Dale M. Nowak  
BH

**CUSTOMER:**

BY: [Signature]

Its duly authorized agent, who represents  
he/she has full authority to bind the  
customer.

NAME: Dale M. Nowak  
(PLEASE TYPE OR PRINT)

NAME: Robert Byrnes  
(PLEASE TYPE OR PRINT)

ITS: Display Sales and Design

ITS: Mayor

Pyrotechnic Display, Inc.  
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Clear Lake, MN 55319  
Telephone: (800) 507-9074, Ext. 1

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Zip Code: 56254  
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Email: Kyle\_Box@ci.marshall.mn.us