

## **FIREWORKS DISPLAY AGREEMENT**

This Agreement is entered into on the date set forth below by and between Mark Hill and Michael Hill (“Pyrotechnicians”) and The City of Mills, Wyoming (“Mills”).

For and in consideration of the terms, conditions, and covenants hereinafter set forth the parties do hereby agree as follows:

### **1. Services to be provided**

Pyrotechnicians shall produce a firework display for the Mills, hereinafter referred to as “Display”, at a location to be designated by Mills within the corporate limits of the City of Mills. The Display shall be fired on July 4, 2026 at 22:00 (10:00 PM) or at such time as otherwise specified by the City of Mills on the evening of July 4, 2026. If cancelled under the terms set out below, the services shall be provided on or about July 4, 2027.

Except where otherwise agreed, Pyrotechnicians shall provide the materials, equipment, and labor by Pyrotechnicians for the successful completion of the Display. Pyrotechnicians shall not subcontract any portion of this contract to third parties without the prior written agreement of Mills.

Mills agrees, at its own expense, to provide Pyrotechnicians with a suitable site to stage the Display, which must be clear of any and all people, vehicles and/or structures, acceptable to Pyrotechnicians to accommodate the normal firing and fallout of debris from the Display. Mills shall allow sufficient time and access to Pyrotechnicians to safely set up the Display on site.

Mills agrees, at its own expense, to provide suitable security adequate to prevent access to the Display site by members of the general public or persons not specifically approved by Pyrotechnicians and Mills. To the extent allowed by law, any claim arising from injury to unauthorized persons or damages to property left in the Display area are the sole responsibility of Mills. To the extent allowed by law, Mills agrees to hold Pyrotechnicians harmless from any such claim.

### **2. Consideration for services.**

Pyrotechnicians shall produce the Display for \$11,000.00. It is agreed that the Mills shall pay Pyrotechnicians the amount of \$5,500.00 as a partial payment with the signed Agreement. The balance of \$5,500, shall be paid to Pyrotechnicians on July \_\_, 2026. Any dishonored payment shall constitute breach of this Agreement.

### **3. Safety and Weather Conditions**

Pyrotechnicians shall not fire the Display if the wind speed exceeds 25 miles per hour or if the City of Mills Fire Department regards the conditions as unsafe; or if so instructed not to by Mills; or, if the unplanned proximity of people or property should enter the Display site. Pyrotechnicians shall attempt to fire the Display at such a time as conditions warrant a safe Display. There shall be no refund for effects not fired after arrival on Display site by Pyrotechnicians.

#### **4. Indemnification and Release**

A. Pyrotechnicians agree to indemnify, defend and hold Mills harmless from all claims, demands and suits made against Mills in conjunction with the Display which result from Pyrotechnician's errors, omissions or negligence or that of Pyrotechnicians employees, contractors or servants.

B. Mills agrees, to the extent allowed by law, to indemnify, defend and hold Pyrotechnicians harmless from all claims, demands and suits made against Pyrotechnicians in conjunction with the Display which result from claims and demands outside of Pyrotechnicians' errors, omissions or negligence.

C. Pyrotechnicians agree to release Mills from any and all claims that result from Display of any kind or description, including any claims, demands or suits for injury or damages, and including any such claims seeking indemnification from Mills for claims, demands or suits asserted against Pyrotechnicians which result due to Display.

#### **5. Cancellation**

Mills shall have the option to cancel the Display at any time if conditions do not allow for the safe Display. Determination of this shall be determined by the City of Mills.

#### **6. Joint and Several Obligations**

All obligations of Pyrotechnicians, and all liability of Pyrotechnicians, shall be joint and several. Performance of this Agreement shall be equally borne by Michael Hill and Mark Hill, and the inability of either to perform this Agreement shall not excuse the duty to perform of the other.

#### **7. Choice of law**

This contract shall be governed by the laws of the State of Wyoming. It is agreed that any court of competent jurisdiction within Natrona County, Wyoming shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear it's own attorney fees and costs.

#### **8. Nature of Agreement**

Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between Pyrotechnicians and the Mills. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

#### **9. No waiver of Sovereign Immunity**

Nothing in this Agreement is intended to waive the sovereign immunity of the City of Mills.

Dated this \_\_\_\_\_ day of May, 2026

City of Mills, Wyoming:

\_\_\_\_\_  
By:

Pyrotechnicians:

\_\_\_\_\_  
Mark Hill

\_\_\_\_\_  
Michael Hill