

Contract for Services Rendered

This is a contract entered into by **Camtor LLC** (hereinafter referred to as "the Provider") and **Village of New Haven**, (hereinafter referred to as "the Client") on this date, **01/24/2025**

The Provider's place of business is **7265e 100n Avilla IN 46710**

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

Services To Be Rendered by Provider: Professional Firework Display

Services are to be provided for the dates: Saturday July 12th 2025

Shooting of a professional firework display on the dates listed above in the full amount of **\$6,000.00** with a security deposit of **\$3000.00** due upon signing this contract. The balance to be paid within 10 calendar days of services provided. Please refer to the attached event cancellation policy in case the display gets postponed.

Client Responsibilities

The client is responsible to provide a suitable site to place Provider's equipment and products and from which such products can be "shot" from a location on the water (aka "the platform") or ground —. The client is responsible to provide security prior, during and after the show as reasonably designated by the Provider. The Client is responsible to transport the platform to the shoot site and secure the platform at the shoot site if the venue is on water. The Client is also responsible to provide a suitable vessel (boat) to carry Provider's personal to the shoot site where they can remotely launch the display, if the display is on the water.

Payment for Services Rendered

The Client shall pay a deposit of 50% of the contracted amount to the Provider for services rendered upon signing this contract. The client shall pay the balance of contracted amount on the original date of the scheduled display.

Should the Client fail to pay the Provider the full amount specified in any invoice within **10** calendar days of the contracted shooting date, a late fee equal to **5%** shall be added to the amount due and interest of **1.5%** percent per annum shall accrue from the **11th** calendar day following the invoice's date.

Insurance —

The client shall not provide any insurance coverage of any kind for the provider or any of provider's employees or personnel in any capacity. The provider shall obtain and maintain throughout the life of this agreement, commercial general liability insurance. Certificate of Liability attached. Provider must provide immediate notice to client of any changes or cancellations to said policy.

Indemnification

Provider shall indemnify, defend, and hold client harmless from any loss of liability arising from provider's performance of services to be performed under this agreement, including any claim for injuries or damages caused by provider while performing services to be performed under this agreement. This agreement to indemnify, defend and hold harmless, expressly includes, but is not limited to , any claim against the client by a third party that is based on the third party's allegations that provider had apparent or actual authority to act on the client's behalf.

Failure to perform

Should provider fail to provide services on the date(s) contracted (or as reasonably negotiated between the parties) due to acts of God (e.g., weather) then provider will keep the down payment made by client and apply this balance to the following year show.

Should provider fail to provide services on the date(s) contracted (or as reasonably negotiated between the parties) due to anything other than acts of God or failure the client to perform the duties stated above and without at least 180 days' notice, the provider would be considered in breach of contract. Provider acknowledges that this breach may result in significant irreparable harm to the client, the monetary value of which would be impossible to establish. As such, provider hereby expressly agrees that, upon its breach the client shall be entitled an immediate refund of the full contracted amount (regardless of payments made by the client).

Should provider fail to provide services on the date(s) contracted (or as reasonably negotiated between the parties) due to failure the client to perform the duties stated above, client would be considered in breach of contract. The client acknowledges that this breach may result in significant irreparable harm to the provider, the monetary value of which would be impossible to establish. As such, the client hereby expressly agrees that, upon its breach the provider shall be entitled a payment of the remaining balance of the full contracted amount.

Applicable Law

This contract shall be governed by the laws of the County of Noble in the State of Indiana and any applicable Federal law.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

X

Camtor Pyrotechnics

X

Village of New Haven