

MELROSE PYROTECHNICS, INC.
AGREEMENT

This contract entered into this 24 Day of February, 2021 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and the VILLAGE OF POPLAR GROVE (CUSTOMER), Illinois. MELROSE PYROTECHNICS, INC. and the VILLAGE OF POPLAR GROVE may each be referred to herein as "Party," or may be referred to herein collectively as the "Parties."

Melrose Pyrotechnics, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer (1) one Fireworks Display(s) as per agreement accepted and made a part hereof, including One (1) Seventeen (17) minute pyro musical fireworks display—computer choreographed. The services of our Operator to coordinate, take charge of, and fire the Fireworks Display under the supervision and direction of the Customer. The Fireworks Display is to be given at 200 N. Hill St., Poplar Grove, IL 61065 on the evening of June 12, 2021 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the performance of this Fireworks Display on the date mentioned herein, the parties shall agree to a mutually convenient alternate date, within six (6) months of the original performance display date. If the show is rescheduled prior to the Melrose Pyrotechnics, Inc. truck leaving the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 15% of the total Contract Price (as defined below) for additional expenses in presenting the display on an alternate date. If the show is rescheduled after the Melrose Pyrotechnics, Inc. trucks leave the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 40% of the total Contract Price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Melrose Pyrotechnics, Inc. In the event that the Customer does not choose to reschedule for another date or the Parties cannot agree to a mutually convenient date, Melrose Pyrotechnics, Inc. shall be entitled to 50% of the Contract Price. MELROSE PYROTECHNICS, INC. agrees to furnish all necessary Fireworks Display materials and personnel for the Fireworks Display in accordance with the program approved by the Parties. Melrose Pyrotechnics, Inc. shall conduct the Fireworks Display in accordance with all applicable fireworks display industry standards and in accordance with any and all applicable laws, ordinances, rules, and regulations. Quantities and varieties of products in the program are approximate. After final design of the Fireworks Display, exact specifications will be supplied by Melrose Pyrotechnics, Inc. to the Customer within three (3) days of completion of final design for review and approval. Should this Fireworks Display require any Union, related costs; their fees are not included in this Agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of Twelve Thousand and 00/100 Dollars (\$12,000) for the Fireworks Display ("Contract Price"). A 50% deposit of the Contract Price is due ninety (90) days prior to the display date. A service fee of 1 1/2% per month shall be added if account is not paid in full within thirty (30) days of the show date.


MELROSE PYROTECHNICS, INC. will obtain and maintain during the term of this Agreement, Public Liability, Property Damage, Transportation and Workers Compensation Insurance, naming the Customer as an additional insured. Further, any other entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on Melrose Pyrotechnics, Inc.'s liability policy.

CUSTOMER will timely secure and provide the following items:

- (a) Sufficient area for the Fireworks Display, including a minimum spectator set back distance of three hundred fifty (350) feet at all points from the discharge area. Melrose Pyrotechnics Inc. will work with Customer and provide guidance as to the area needed for the display, location of the fallout area, and minimum spectator setback to ensure safety. It is currently contemplated that the Fireworks Display will be conducted at 200 N. Hill Street, Poplar Grove, IL 61065.
- (b) Protection of the Fireworks Display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering Fireworks Display area.
- (d) Search of the fallout area at first light following a nighttime Fireworks Display.

It is further agreed and mutually understood that nothing in this Agreement shall be construed or interpreted to mean a partnership, both Parties being hereto responsible for their separate and individual debts and obligations and neither Party shall be responsible for any agreements not stipulated in this contract. The Parties hereto agree that if either Party incurs any costs associated with enforcement of any terms of this Agreement, that the prevailing Party shall be entitled to recover such costs from the other Party including, but not limited to any and all collection costs, including reasonable attorney's fees and court costs incurred.

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.

MELROSE PYROTECHNICS, INC.	VILLAGE OF POPLAR GROVE (CUSTOMER)
By: 	By: _____ *Its duly authorized agent, who represents they have full authority to bind the Customer
Date Signed: 02/24/2021	Date Signed:
Name: Brian Jesse—Event Producer	Name:
Address: P.O. Box 302 1 Kingsbury, IN 46345	Address: 200 N. Hill Street Poplar Grove, IL 61065
Phone Number: (800) 771-7976	Phone Number: (815) 765-3201
Email: Bjesse@melrospyro.com	Email: