PYROTECNICO FIREWORKS, INC.

AGREEMENT

This contract entered into this **3rd** Day of **December, 2021** by and between PYROTECNICO FIREWORKS, INC. of New Castle, Pennsylvania and **Village of Poplar Grove** (CUSTOMER) of City **Poplar Grove** State **Illinois**. PYROTECNICO FIREWORKS, 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."

Pyrotecnico Fireworks, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer **(1) one** Fireworks Display(s) as per agreement made and 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 to be given at 200 N. Hill St., Poplar Grove, IL 61065 on the evening of **June 11, 2022** Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within three (3) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Pyrotecnico Fireworks, 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 Pyrotecnico Fireworks, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico Fireworks, Inc. shall be entitled to 50% of the contract price.

PYROTECNICO FIREWORKS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Pyrotecnico Fireworks, 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 regulation. Quantities and varieties of products in the program are approximate. After final design of the Fireworks Display, exact specifications will be supplied by Pyrotecnico Fireworks, Inc. to the customer within three (3) days of completion of final design for review and approval. Should this display require any Union, permit, or fire department related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay PYROTECNICO FIREWORKS, INC. the sum of **$12,000.00 (Twelve thousand and 00/100 dollars) for the Fireworks Display ("Contract Price")**. A 50% deposit is due ninety (90) days prior to the display date. A service fee of 1 ½% per month shall be added if account is not paid in full within thirty (30) days of the show date.

PYROTECNICO FIREWORKS, 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 Pyrotecnico Fireworks, Inc.'s liability policy.

CUSTOMER will timely secure and provide the following items:

(a) Sufficient area for the display, including a minimum spectator set back distance of **350** feet at all points from the discharge area. Pyrotecnico Fireworks, 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.

(c) Protection of the display area by roping-off or similar facility.

(d) Adequate police protection to prevent spectators from entering display area.

(e) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract 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.

PYROTECNICO FIREWORKS, INC.

By _____

Date Signed: **December 3, 2021**

P.O. Box 149
New Castle, PA 16103
(724) 923-6601

CUSTOMER

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

Date Signed _____

(PLEASE TYPE OR PRINT)

Name_____

Address_____

_____

Phone _____

Email _____