

## ***PYROTECNICO FIREWORKS, INC.***

This Fireworks Display Agreement ("Agreement") entered into this on **February 3, 2023** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and the **Village of Poplar Grove, IL** (CUSTOMER). Pyrotecnico and Customer are at time referred to individually as a "Party" or collectively as the "Parties".

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **REFER TO ATTACHMENT "A"** (the "Display Date"), weather permitting. The Fireworks Display is to be given at **Village of Poplar Grove Hall, 200 N Hill Street, Poplar Grove, IL 61065** subject to change by the Customer. Customer shall provide Pyrotecnico with written notice of any change in location.

Customer agrees to pay Pyrotecnico the sum **REFERENCED IN ATTACHMENT "A" attached hereto and incorporated herein** (the "Contract Price"). Pyrotecnico will invoice CUSTOMER for the deposit and the balance due amounts **REFERENCED IN ATTACHMENT "A"**. All amounts owed by the Customer shall be paid in accordance with the Illinois Prompt Payment Act. A service fee of 1 1/2% per month shall be added if the account is not paid in accordance with the Illinois Prompt Payment Act.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties agree to discuss a mutually convenient alternate date that is within four (4) months of the original Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico the postponement fee **REFERENCED IN ATTACHMENT "A"** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico the postponement fee **REFERENCED IN ATTACHMENT "A"** 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 which determination shall be reasonable and in accordance with industry standards used to determine when to cancel a fireworks show due to inclement or unsafe weather conditions. In the event the CUSTOMER does not choose to reschedule another date or the Parties cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to keep the Security Deposit as a Cancellation Fee.

Pyrotecnico agrees to furnish all necessary Fireworks Display materials and personnel for the Fireworks Display in accordance with the program approved by the Parties. Pyrotecnico shall conduct the Fireworks Display in accordance with all applicable fireworks display industry standards and accordance with any and all applicable laws, 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 Pyrotecnico to the Customer within 3 days of the completion of the final design for review and approval by the Customer. Such final design will be provided to the Customer at least 30 days prior to the Display Date. Should the Fireworks Display require any Union related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the Fireworks Display, including a minimum spectator set back distance of **420 Feet** at all points from the discharge area. Pyrotecnico will work with the Customer and provide guidance as to the area needed for the Fireworks Display, location of the fallout area, and minimum spectator setback to ensure safety; (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 display.

Pyrotecnico will obtain and maintain general liability, property damage, transportation and workers compensation insurance in commercially reasonable amounts. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

The Parties shall indemnify, defend and hold harmless each other and its respective shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of the other Party or its employees, agents, contractors or representatives, and/or (b) the failure of the other Party to comply with its obligations under this Agreement. 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 attorneys' fees and court costs incurred. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Parties. The Parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

CUSTOMER:

By (sign): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: **PO Box 149**

**New Castle PA 16103**

Phone: **(724) 652-9555**

Email: **contracts@pyrotecnico.com**

By (sign): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
June 10, 2023	\$15,000.00	\$7,500.00	February 15, 2023	Net 30	\$2,250.00	\$6,000.00	\$7,500.00

**CONTACT/INSURANCE INFORMATION FORM**

**You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".**

Customer Name (Entity Contracting Pyrotecnico): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Date(s) of Show: \_\_\_\_\_ Display Start Time(s): \_\_\_\_\_

Rain/Postponed Date(s): \_\_\_\_\_

Day-of-Show Contact Name: \_\_\_\_\_

Day-of-Show Mobile Phone Number: \_\_\_\_\_

Day-of-Show Email: \_\_\_\_\_

Display Site Location(s) and  
Address(es): \_\_\_\_\_

\_\_\_\_\_  
If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

\_\_\_\_\_  
Additionally Insured – If Applicable:

\_\_\_\_\_  
\_\_\_\_\_