



# A TRADITION OF EXCELLENCE

Western Display Fireworks is a fifth generation family owned business offering the finest in pyrotechnic productions. With over 70 years of experience, we are the oldest and largest aerial display fireworks company in the Northwest and are honored to be part of hundreds of events annually.

We offer custom designed displays for customers of every budget, venue and event type. As we strive to ensure that each display is more spectacular than the last, we never lose sight of our company commitment to the safety of our crews and spectators.

*We welcome the opportunity to be a part of your celebration and share our commitment to exceptional customer service.*

*Heather Gobet*

HEATHER GOBET president | owner

WESTERN DISPLAY FIREWORKS LTD

Portland • Seattle • Boise

P.O. Box 932 • Canby • Oregon 97013 • 503.656.1999 • [westerndisplay.com](http://westerndisplay.com)

PYROTECHNIC EXCELLENCE • SINCE 1948



# COMPANY SAFETY EXPERIENCE

**SAFETY** We maintain an unparalleled safety record through ongoing pyrotechnician training and strict adherence to Federal DOT and ATF regulations, National Fire Protection Association (NFPA) and state statutes. We are committed to providing both the safest and most spectacular fireworks displays for our clients.

**EXPERIENCE** Our decades of experience and commitment to artistic design plus use of the latest technology, has made us the largest and most celebrated display fireworks company in the Northwest. We produce hundreds of shows annually for a wide variety of events. Here are just a few:

- TACOMA FREEDOM FAIR • SEAFAIR SUMMER FOURTH
- PORTLAND ROSE FESTIVAL • KUNA RODEO—KUNA, ID
- NEWPORT 4TH OF JULY • MUKILTEO LIGHTHOUSE FESTIVAL
- FIREWORKS OVER DES MOINES • CITY OF BOISE 4TH OF JULY
- EVERETT JULY 4TH CELEBRATION • LINCOLN CITY 4TH OF JULY
- ST. PAUL RODEO—ST. PAUL, OR • YAKIMA JULY 4TH CELEBRATION
- SEASIDE'S OLD FASHIONED FOURTH OF JULY
- ASTORIA WARRENTON 4TH OF JULY
- THE MILL CASINO INDEPENDENCE DAY CELEBRATION
- SAN JUAN INDEPENDENCE DAY CELEBRATION
- CITY OF RENTON FABULOUS 4TH OF JULY
- WATERFRONT BLUES FESTIVAL—PORTLAND, OR
- JOINT BASE LEWIS | MCCHORD INDEPENDENCE DAY CELEBRATION
- ANACORTES FOURTH OF JULY CELEBRATION
- MELALEUCA FREEDOM CELEBRATION—IDAHO FALLS, ID
- CHINOOK WINDS CASINO ANNIVERSARY CELEBRATION
- DIAMOND LAKE JULY 4TH CELEBRATION 100TH ANNIVERSARY

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# REFERENCES

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## SEATTLE SEAFAIR SUMMER FOURTH

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## PORTLAND ROSE FESTIVAL

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## THE MILL CASINO

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## INDEPENDENCE DAY CELEBRATION

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## CITY OF BOISE 4TH OF JULY

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## MELALEUCA FREEDOM CELEBRATION IDAHO FALLS, ID

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## WATERFRONT BLUES FESTIVAL

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## CITY OF LACEY JULY 3RD

## FIREWORKS SPECTACULAR

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WESTERN DISPLAY FIREWORKS LTD

City of St Helens  
St Helens 4<sup>th</sup> of July  
July 4, 2023



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## Fireworks Display Proposal Summary

City of St Helens

St Helens 4<sup>th</sup> of July

July 4, 2023

**Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:**

- Provide display liability insurance with sponsors and property owners listed as additional insured
  - \$5,000,000 (per occurrence) general liability
- Process and pay for a General Fireworks Display Permit issued by the Oregon State Fire Marshal's office and approved by local police and fire authorities
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the loading site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
- Provide all necessary mortars and firing equipment required to pre-load and electrically fire the display

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Show date

7/4/23

Location

St. Helens, OR

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
00:03.500	1.5" 90 Shot V Shape Green & Purple Peony w/ Green T	B2	1	OPENER
00:03.900	4" Green Strobe	4"	2	OPENER
00:07.900	4" Purple Chrysanthemum to Crackling	4"	3	OPENER
00:11.450	5" Half Purple Half Green Peony	5"	4	OPENER
00:15.900	4" Green Strobe	4"	5	OPENER
00:19.900	4" Purple Chrysanthemum to Crackling	4"	6	OPENER
00:23.450	5" Half Purple Half Green Peony	5"	7	OPENER
00:28.000	4" Sunny Package V25	4"	8	
00:33.000	5" Sunny Assortment Package B 2020	5"	9	
00:36.950	5" Sunny Package V25	5"	10	
00:41.800	4" Sunny Assortment Package B 2020	4"	11	
00:46.500	4" Sunny Assortment Package A 2020	4"	12	
00:51.800	3" Sunny Package V25-SS	3"	13	
00:56.000	4" Sunny Assortment Package A 2020	4"	14	
01:00.800	4" Sunny Assortment Package A 2020	4"	15	
01:06.200	5" Sunny Assortment Package B 2020	5"	16	
01:10.300	4" Sunny Assortment Package B 2020	4"	17	
01:15.700	5" Sunny Assortment Package B 2020	5"	18	
01:20.300	3" Sunny Package V25-SS	3"	19	
01:24.500	4" Sunny Assortment Package A 2020	4"	20	
01:29.300	4" Sunny Assortment Package A 2020	4"	21	
01:34.700	5" Sunny Assortment Package B 2020	5"	22	
01:39.500	5" Sunny Assortment Package C 2020	5"	23	
01:44.000	3" Sunny Package V25-SS	3"	24	
01:48.300	4" Sunny Assortment Package B 2020	4"	25	
01:52.950	5" Sunny Package V25	5"	26	

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Location

St. Helens, OR

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
01:58.300	4" Sunny Package V25	4"	27	
02:03.000	4" Sunny Package V25	4"	28	
02:07.250	5" Sunny Package V25	5"	29	
02:12.000	4" Sunny Assortment Package A 2020	4"	30	
02:17.300	4" Sunny Package V25	4"	31	
02:21.500	4" Sunny Assortment Package B 2020	4"	32	
02:26.300	4" Sunny Assortment Package A 2020	4"	33	
02:31.000	4" Sunny Assortment Package A 2020	4"	34	
02:35.800	4" Sunny Assortment Package A 2020	4"	35	
02:41.200	5" Sunny Assortment Package C 2020	5"	36	
02:45.250	5" Sunny Package V25	5"	37	
02:50.500	3" Sunny Package V25-SS	3"	38	
02:55.300	3" Sunny Package V25-SS	3"	39	
02:58.500	1" 100 Shot Sino-Candle Fan Shape Classic	B2	40	MS#1
03:00.000	4" Sunny Package V25	4"	41	
03:05.000	5" Sunny Assortment Package C 2020	5"	42	
03:09.500	4" Sunny Package V25	4"	43	
03:14.300	3" Sunny Package V25-SS	3"	44	
03:18.500	4" Sunny Assortment Package B 2020	4"	45	
03:23.800	3" Sunny Package V25-SS	3"	46	
03:28.500	4" Sunny Package V25	4"	47	
03:33.300	3" Sunny Package V25-SS	3"	48	
03:38.200	5" Sunny Assortment Package B 2020	5"	49	
03:43.000	5" Sunny Assortment Package C 2020	5"	50	
03:47.500	3" Sunny Package V25-SS	3"	51	
03:51.800	4" Sunny Assortment Package B 2020	4"	52	

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Location

St. Helens, OR

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
03:57.200	5" Sunny Assortment Package C 2020	5"	53	
04:01.300	4" Sunny Assortment Package B 2020	4"	54	
04:06.000	4" Sunny Assortment Package B 2020	4"	55	
04:11.300	4" Sunny Package V25	4"	56	
04:16.200	5" Sunny Assortment Package C 2020	5"	57	
04:20.800	3" Sunny Package V25-SS	3"	58	
04:25.000	4" Sunny Assortment Package B 2020	4"	59	
04:30.500	5" Sunny Assortment Package C 2020	5"	60	
04:35.000	3" Sunny Package V25-SS	3"	61	
04:39.250	5" Sunny Package V25	5"	62	
04:44.500	4" Sunny Package V25	4"	63	
04:49.300	3" Sunny Package V25-SS	3"	64	
04:53.500	4" Sunny Assortment Package B 2020	4"	65	
04:58.800	4" Sunny Package V25	4"	66	
05:03.500	4" Sunny Package V25	4"	67	
05:07.600	1.2" (100 shot) Gold Horse Tail (22sec)	B2	68	MS#2
05:07.800	4" Sunny Assortment Package A 2020	4"	69	
05:12.450	5" Sunny Package V25	5"	70	
05:17.800	3" Sunny Package V25-SS	3"	71	
05:22.000	4" Sunny Assortment Package A 2020	4"	72	
05:27.300	3" Sunny Package V25-SS	3"	73	
05:32.000	3" Sunny Package V25-SS	3"	74	
05:36.800	3" Sunny Package V25-SS	3"	75	
05:41.500	3" Sunny Package V25-SS	3"	76	
05:46.300	4" Sunny Package V25	4"	77	
05:51.000	4" Sunny Package V25	4"	78	



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Location

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## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
05:55.800	3" Sunny Package V25-SS	3"	79	
06:00.500	3" Sunny Package V25-SS	3"	80	
06:05.300	3" Sunny Package V25-SS	3"	81	
06:10.000	4" Sunny Package V25	4"	82	
06:14.300	4" Sunny Assortment Package A 2020	4"	83	
06:19.500	4" Sunny Package V25	4"	84	
06:24.500	5" Sunny Assortment Package B 2020	5"	85	
06:29.000	3" Sunny Package V25-SS	3"	86	
06:33.800	3" Sunny Package V25-SS	3"	87	
06:38.000	4" Sunny Assortment Package B 2020	4"	88	
06:42.750	5" Sunny Package V25	5"	89	
06:48.000	4" Sunny Package V25	4"	90	
06:52.300	4" Sunny Assortment Package A 2020	4"	91	
06:57.000	4" Sunny Assortment Package B 2020	4"	92	
07:01.800	4" Sunny Assortment Package A 2020	4"	93	
07:07.200	5" Sunny Assortment Package B 2020	5"	94	
07:11.800	3" Sunny Package V25-SS	3"	95	
07:15.100	1.5" 100 Shot Z Shape Whistle Dragon w/Dragon Eggs M	B2	96	MS#3
07:16.700	5" Sunny Assortment Package C 2020	5"	97	
07:21.300	4" Sunny Package V25	4"	98	
07:25.500	4" Sunny Assortment Package B 2020	4"	99	
07:30.300	4" Sunny Assortment Package A 2020	4"	100	
07:35.700	5" Sunny Assortment Package C 2020	5"	101	
07:39.750	5" Sunny Package V25	5"	102	
07:45.000	3" Sunny Package V25-SS	3"	103	
07:49.300	4" Sunny Assortment Package A 2020	4"	104	



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Location

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## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
07:54.500	3" Sunny Package V25-SS	3"	105	
07:59.300	4" Sunny Package V25	4"	106	
08:04.000	3" Sunny Package V25-SS	3"	107	
08:08.300	4" Sunny Assortment Package A 2020	4"	108	
08:12.950	5" Sunny Package V25	5"	109	
08:18.300	3" Sunny Package V25-SS	3"	110	
08:23.000	3" Sunny Package V25-SS	3"	111	
08:28.000	5" Sunny Assortment Package B 2020	5"	112	
08:32.700	5" Sunny Assortment Package B 2020	5"	113	
08:37.500	5" Sunny Assortment Package C 2020	5"	114	
08:42.000	4" Sunny Package V25	4"	115	
08:46.800	3" Sunny Package V25-SS	3"	116	
08:51.000	4" Sunny Assortment Package A 2020	4"	117	
08:56.300	3" Sunny Package V25-SS	3"	118	
09:01.000	3" Sunny Package V25-SS	3"	119	
09:05.300	4" Sunny Assortment Package A 2020	4"	120	
09:10.500	3" Sunny Package V25-SS	3"	121	
09:15.300	4" Sunny Package V25	4"	122	
09:20.000	3" Sunny Package V25-SS	3"	123	
09:24.800	3" Sunny Package V25-SS	3"	124	
09:25.200	1.2" 100 Shot Fan Shape White Twinkling Kamuro w/Pur	B2	125	MS#4
09:29.500	3" Sunny Package V25-SS	3"	126	
09:34.300	4" Sunny Package V25	4"	127	
09:39.000	3" Sunny Package V25-SS	3"	128	
09:43.800	4" Sunny Package V25	4"	129	
09:48.500	3" Sunny Package V25-SS	3"	130	



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Location

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## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
09:53.500	5" Sunny Assortment Package C 2020	5"	131	
09:57.450	5" Sunny Package V25	5"	132	
10:02.300	4" Sunny Assortment Package B 2020	4"	133	
10:07.500	3" Sunny Package V25-SS	3"	134	
10:12.300	4" Sunny Package V25	4"	135	
10:17.000	4" Sunny Package V25	4"	136	
10:21.800	4" Sunny Package V25	4"	137	
10:26.500	3" Sunny Package V25-SS	3"	138	
10:30.800	4" Sunny Assortment Package B 2020	4"	139	
10:36.000	3" Sunny Package V25-SS	3"	140	
10:40.800	3" Sunny Package V25-SS	3"	141	
10:44.950	5" Sunny Package V25	5"	142	
10:50.300	3" Sunny Package V25-SS	3"	143	
10:54.500	4" Sunny Assortment Package B 2020	4"	144	
10:59.300	4" Sunny Assortment Package A 2020	4"	145	
11:04.500	3" Sunny Package V25-SS	3"	146	
11:09.300	4" Sunny Package V25	4"	147	
11:14.000	3" Sunny Package V25-SS	3"	148	
11:18.300	4" Sunny Assortment Package A 2020	4"	149	
11:22.950	5" Sunny Package V25	5"	150	
11:27.800	4" Sunny Assortment Package B 2020	4"	151	
11:32.200	1.2" (150 Shot) Fanned Gold Brocade Three Steps (25 S	B2	152	MS#5
11:32.500	4" Sunny Assortment Package A 2020	4"	153	
11:37.800	3" Sunny Package V25-SS	3"	154	
11:42.700	5" Sunny Assortment Package B 2020	5"	155	
11:47.300	4" Sunny Package V25	4"	156	



## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
11:52.200	5" Sunny Assortment Package B 2020	5"	157	
11:56.300	4" Sunny Assortment Package A 2020	4"	158	
12:00.950	5" Sunny Package V25	5"	159	
12:06.300	3" Sunny Package V25-SS	3"	160	
12:11.000	3" Sunny Package V25-SS	3"	161	
12:16.000	5" Sunny Assortment Package C 2020	5"	162	
12:20.700	5" Sunny Assortment Package B 2020	5"	163	
12:25.300	3" Sunny Package V25-SS	3"	164	
12:30.000	4" Sunny Package V25	4"	165	
12:34.300	4" Sunny Assortment Package B 2020	4"	166	
12:39.000	4" Sunny Assortment Package B 2020	4"	167	
12:44.300	3" Sunny Package V25-SS	3"	168	
12:48.500	4" Sunny Assortment Package A 2020	4"	169	
12:53.800	3" Sunny Package V25-SS	3"	170	
12:58.000	4" Sunny Assortment Package B 2020	4"	171	
13:03.300	3" Sunny Package V25-SS	3"	172	
13:07.500	4" Sunny Assortment Package B 2020	4"	173	
13:12.300	4" Sunny Assortment Package A 2020	4"	174	
13:17.000	4" Sunny Assortment Package B 2020	4"	175	
13:21.800	4" Sunny Assortment Package B 2020	4"	176	
13:27.200	5" Sunny Assortment Package C 2020	5"	177	
13:32.000	5" Sunny Assortment Package B 2020	5"	178	
13:36.000	4" Sunny Assortment Package B 2020	4"	179	
13:41.300	4" Sunny Package V25	4"	180	
13:41.900	1.2" (100 shot) Fan-shaped White Strobe Peony Red Fall B2		181	MS#6
13:45.500	4" Sunny Assortment Package B 2020	4"	182	

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## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
13:50.800	3" Sunny Package V25-SS	3"	183	
13:55.000	4" Sunny Assortment Package A 2020	4"	184	
13:59.750	5" Sunny Package V25	5"	185	
14:05.000	4" Sunny Package V25	4"	186	
14:09.250	5" Sunny Package V25	5"	187	
14:14.000	4" Sunny Assortment Package A 2020	4"	188	
14:18.750	5" Sunny Package V25	5"	189	
14:24.000	3" Sunny Package V25-SS	3"	190	
14:28.800	3" Sunny Package V25-SS	3"	191	
14:33.000	4" Sunny Assortment Package B 2020	4"	192	
14:38.300	3" Sunny Package V25-SS	3"	193	
14:43.200	5" Sunny Assortment Package C 2020	5"	194	
14:47.300	4" Sunny Assortment Package B 2020	4"	195	
14:52.000	4" Sunny Assortment Package A 2020	4"	196	
14:56.800	4" Sunny Assortment Package A 2020	4"	197	
15:02.000	4" Sunny Package V25	4"	198	
15:06.800	3" Sunny Package V25-SS	3"	199	
15:11.500	4" Sunny Package V25	4"	200	
15:16.300	3" Sunny Package V25-SS	3"	201	
15:21.000	3" Sunny Package V25-SS	3"	202	
15:25.800	3" Sunny Package V25-SS	3"	203	
15:30.000	4" Sunny Assortment Package B 2020	4"	204	
15:35.300	3" Sunny Package V25-SS	3"	205	
15:39.500	4" Sunny Assortment Package B 2020	4"	206	
15:44.800	3" Sunny Package V25-SS	3"	207	
15:49.000	4" Sunny Assortment Package B 2020	4"	208	



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Location

St. Helens, OR

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
15:49.300	1.2" 100 Shot W Shape Yellow Strobe Willow	B2	209	MS#7
15:53.800	4" Sunny Assortment Package A 2020	4"	210	
15:58.500	4" Sunny Assortment Package A 2020	4"	211	
16:04.000	5" Sunny Assortment Package C 2020	5"	212	
16:08.500	4" Sunny Package V25	4"	213	
16:12.800	4" Sunny Assortment Package A 2020	4"	214	
16:17.500	4" Sunny Assortment Package A 2020	4"	215	
16:22.800	4" Sunny Package V25	4"	216	
16:27.700	5" Sunny Assortment Package C 2020	5"	217	
16:31.800	4" Sunny Assortment Package B 2020	4"	218	
16:37.000	3" Sunny Package V25-SS	3"	219	
16:41.800	3" Sunny Package V25-SS	3"	220	
16:46.700	5" Sunny Assortment Package B 2020	5"	221	
16:50.800	4" Sunny Assortment Package B 2020	4"	222	
16:56.000	3" Sunny Package V25-SS	3"	223	
17:00.300	4" Sunny Assortment Package A 2020	4"	224	
17:05.700	5" Sunny Assortment Package C 2020	5"	225	
17:10.500	5" Sunny Assortment Package B 2020	5"	226	
17:14.500	4" Sunny Assortment Package B 2020	4"	227	
17:19.800	4" Sunny Package V25	4"	228	
17:24.000	4" Sunny Assortment Package B 2020	4"	229	
17:29.300	3" Sunny Package V25-SS	3"	230	
17:33.450	5" Sunny Package V25	5"	231	
17:38.800	3" Sunny Package V25-SS	3"	232	
17:43.700	5" Sunny Assortment Package B 2020	5"	233	
17:47.800	4" Sunny Assortment Package A 2020	4"	234	

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Location

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## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
17:53.000	3" Sunny Package V25-SS	3"	235	
17:58.000	5" Sunny Assortment Package C 2020	5"	236	
17:59.500	1.2" 100 Shot Z Shape Pink & Orange	B2	237	MS#8
18:02.000	4" Sunny Assortment Package B 2020	4"	238	
18:07.500	5" Sunny Assortment Package B 2020	5"	239	
18:12.000	3" Sunny Package V25-SS	3"	240	
18:17.000	5" Sunny Assortment Package B 2020	5"	241	
18:21.500	3" Sunny Package V25-SS	3"	242	
18:25.800	4" Sunny Assortment Package B 2020	4"	243	
18:31.000	3" Sunny Package V25-SS	3"	244	
18:35.250	5" Sunny Package V25	5"	245	
18:40.500	4" Sunny Package V25	4"	246	
18:44.800	4" Sunny Assortment Package A 2020	4"	247	
18:50.000	3" Sunny Package V25-SS	3"	248	
18:54.800	3" Sunny Package V25-SS	3"	249	
18:56.900	4" Silver Strobe	4"	250	
18:58.500	1.2" (100 Shot) Fanned Blue Tail to White Blink Willow (3	B2	251	FINALE STAGE 1
19:01.900	4" Red Peony	4"	252	FINALE STAGE 1
19:06.450	5" Blue Peony	5"	253	FINALE STAGE 1
19:11.900	4" Silver Strobe	4"	254	FINALE STAGE 1
19:16.900	4" Red Peony	4"	255	FINALE STAGE 1
19:21.450	5" Blue Peony	5"	256	FINALE STAGE 1
19:26.900	4" Silver Strobe	4"	257	FINALE STAGE 1
19:30.200	3" (25 Shot) Red Peony/ Blue Peony/ White Peony (Dura	B1	258	FINALE STAGE 2
19:30.200	3" (25 Shot) Red Peony/ Blue Peony/ White Peony (Dura	B3	258	FINALE STAGE 2
19:31.900	4" Red Chrysanthemum to Crackling	4"	259	FINALE STAGE 2



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Location

St. Helens, OR

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
19:35.900	4" Blue Chrysanthemum to Crackling	4"	260	FINALE STAGE 2
19:39.450	5" White Chrysanthemum to Crackling	5"	261	FINALE STAGE 2
19:43.900	4" Red Chrysanthemum to Crackling	4"	262	FINALE STAGE 2
19:47.900	4" Blue Chrysanthemum to Crackling	4"	263	FINALE STAGE 2
19:51.450	5" White Chrysanthemum to Crackling	5"	264	FINALE STAGE 2
19:55.300	3" (Red / White / Blue) Mixed Peony & Crackling Pistil	3"	265	FINALE STAGE 3
19:55.500	3" (Red / White / Blue) Mixed Peony & Crackling Pistil	3"	266	FINALE STAGE 3
19:55.700	4" (Red / White / Blue) Mixed Peony & Crackling Pistil	4"	267	FINALE STAGE 3
19:55.850	5" Chained Red White & Blue Chrys. RT	5"	268	FINALE STAGE 3
19:55.900	4" (Red / White / Blue) Mixed Peony & Crackling Pistil	4"	269	FINALE STAGE 3
19:56.000	3" Titanium Salute	3"	270	FINALE STAGE 3
19:56.100	4" (Red / White / Blue) Mixed Peony & Crackling Pistil	4"	271	FINALE STAGE 3
19:56.200	3" Titanium Salute	3"	272	FINALE STAGE 3
20:23.400	5" (18) Sunny Assortment Package C 2022	5"		<NOT A CIRCUIT>
20:25.400	3" (72) Sunny Assortment Package V25 SS	3"		<NOT A CIRCUIT>
20:26.100	4" (36) Sunny Assortment Package V25	4"		<NOT A CIRCUIT>
20:28.300	4" (36) Sunny Meteor Assortment	4"		<NOT A CIRCUIT>
20:29.900	5" (18) Sunny Value Assortment Package	5"		<NOT A CIRCUIT>
20:29.900	5" (18) Sunny Assortment Package B 2022	5"		<NOT A CIRCUIT>
20:30.400	4" (36) Sunny Assortment Package B 2022	4"		<NOT A CIRCUIT>

## DISPLAY AGREEMENT AND PURCHASE ORDER

**THIS AGREEMENT** ("Agreement") is entered into on \_\_\_\_\_ by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of St Helens, whose address is PO Box 278, 265 Strand St, St Helens, OR 97051 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2023 shot from a barge on the Columbia River, south end of Sand Island, St Helens, OR 97051, as detailed in Proposal #23-7241, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) is to be paid as follows: 50% of the total price, \$10,000.00 is due by APRIL 14, 2023; the remaining balance of the price, \$10,000.00, is due in full on or before July 14, 2023. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
  - b. Sponsor to provide a tug & barge adequate to conduct the display. Barge provided must comply with size requirements set forth by NFPA 1123 and meet the approval of WDF. Barge & tug arrangements to be mutually agreed upon no later than 60 days prior to display date; and
  - c. Sponsor to provide barge loading/unloading facility.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.



6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$5,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$10,000.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$20,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate

this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before April 14, 2023.

**Sponsor**

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

Its: \_\_\_\_\_

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

**Western Display Fireworks, Ltd.**

\_\_\_\_\_  
By: Heather J. Gobet

Its: President

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 216-658-7100 <b>FAX (A/C, No):</b> 216-658-7101 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest Indemnity Insurance Co. <b>INSURER B:</b> Axis Surplus Ins Company <b>INSURER C:</b> Everest Denali Insurance Company <b>INSURER D:</b> Travelers Property Casualty Co of America <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 245072024**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00215-231	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00098-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000069176-05	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6JUB-8H14546-6-22 (OR)	6/14/2022	6/14/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Display Date: July 4, 2023

Display Site: From a barge on the Columbia River located off the south end of Sand Island, St. Helens, OR 97051

Additional Insured:

- 1) City of St Helens
- 2) Columbia River Fire & Rescue
- 3) Scappoose Fire District

**CERTIFICATE HOLDER****CANCELLATION**City of St Helens  
PO Box 278  
St Helens OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Exhibit A—Display Site Map—St. Helens

