

Pyro Enterprises Fireworks

FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT (Agreement) effective upon signing by both parties, is by and between Pyro Enterprises Fireworks and TOWN OF TYRONE. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SERVICE TERMS : Pyro Enterprises Fireworks will provide Sponsor with a fireworks display subject to the terms and conditions of this agreement. The date of the show is to be 12/01/24 with a rain date of TBD . Price for this show will be \$8,900. **A deposit of 50% is to be paid upon contract signing..The balance is to be paid by 12/16/24.** If Sponsor fails to perform its obligations as required and agreed to by both parties, Pyro Enterprises Fireworks is entitled to charge interest at the rate of 1.5% per month. Furthermore, if Pyro Enterprises Fireworks must enforce it's rights by hiring an attorney or other third party representation, Sponsor is liable for all fees and costs incurred by Pyro Enterprises Fireworks to collect the full amount owed.

DISPLAY RESPONSIBILITIES

Pyro Enterprises Fireworks and Sponsor shall collaborate in the performance of certain tasks relating to the fireworks display. These tasks include but are not limited to the following:

- A. Procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. Providing adequate private or public security, to secure the display site.
- C. Removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyro Enterprises Fireworks as the display site, fallout area or safe zone.

INSURANCE

Pyro Enterprises Fireworks will provide a certificate evidencing a maximum of \$1,000,000 general liability insurance coverage. Pyro Enterprise agrees to name Town of Tyrone, Ga as the certificate holder and additional insured. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authors and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

MISCELLANEOUS

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyro Enterprises Fireworks.
- B) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- C) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- D) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original.

Pyro Enterprises Fireworks

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

Pyro Enterprises Fireworks

Sponsor: Town of Tyrone, Ga

Signature: _____

Signature: _____

Name: John Feigert

Name: _____

Title: President

Title: _____

Date: 08/08/2024

Date: _____

Address: 217 Whispering Pines Dr.
Woodstock, GA 30188

Address: _____

Phone: 770-842-3977

Phone: _____

Email: jfeigert@gmail.com

Email: _____

Pyro Enterprises Fireworks

CONTACT / INSURANCE INFORMATION FORM

You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.

Sponsor Name: _____

Sponsor Contact Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ Fax: _____

Email: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date: _____ Display Time: _____

Rain Date: _____

Day-of-Show Contact Name: _____

Phone/Mobile: _____ Email: _____

Display Site Location and Address:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED FORM TO****

EMAIL: jtfeigert@gmail.com

PHONE: 770-842-3977