

# 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 10/05/24 with a rain date of *TBD* . Price for this show will be \$ 11,000. Deposit of 50% **Payment to be made by check to JOHN FEIGERT. Balance is within 15 days of the completion of the show.** 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.

### POSTPONEMENT / CANCELLATION

If on the show date the customer & Pyro Enterprises Fireworks determines that weather or other conditions make the show impossible to perform or dangerous to persons and property, the Parties agree as follows:

- A. If rescheduled to another date within 6 months of the original date, the Sponsor shall pay an additional 25% to reimburse Pyro Enterprises Fireworks for its additional expenses.
- B. If there will be no rescheduling of the show Pyro Enterprises Fireworks is to be paid 75% of the show value.

### 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 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.

# Pyro Enterprises Fireworks

## 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.

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

Pyro Enterprises Fireworks :

Sponsor: Town of Tyrone

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: John Feigert

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

Title: President

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

Date: 02/23/2024

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

Address: 217 Whispering Pines Dr.

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

Woodstock, GA 30188

\_\_\_\_\_

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](mailto:jtfeigert@gmail.com)

PHONE: 770-842-3977

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Signature: \_\_\_\_\_

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

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

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

Date: 02/23/2024 \_\_\_\_\_

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

Address: 217 Whispering Pines Dr. \_\_\_\_\_

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

Woodstock, GA 30189

Phone: 770-842-3977 \_\_\_\_\_

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Email: jfeigert@gmail.com \_\_\_\_\_

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