

## PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on March 25, 2024 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Whitewater High School (CUSTOMER).

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 May 24, 2024 (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by April 25, 2024 ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of \$2,000.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$1,000.00 is due April 26, 2024 and the final balance shall be due Net 10 from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$300.00 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 an additional \$800.00 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. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$1,000.00.


Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of 250 FEET at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (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; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.


Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. 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 policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its 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 CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. 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 Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

### PYROTECNICO:

By (sign):   
Name: Lynn Ann Hamed  
Title: Corporate Secretary  
Date: April 15, 2024  
Address: PO Box 149  
New Castle PA 16103  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

### CUSTOMER:

By (sign):   
Name: Dr. Caroline Pate-Hefty  
Title: Superintendent  
Date: 04/10/2024  
Address: 419 S. Elizabeth Street  
Whitewater, WI 53190  
Phone: 262-472-8708  
Email: cpatehefty@wwusd.org



**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): Whitewater Unified School District

Primary Point of Contact Name: Dr. Caroline Pate-Hefty

Phone: 262-472-8708 Fax: 262-472-8710

Email: cpatehefty@wwusd.org

Billing Address: 419 S. Elizabeth Street

City, State & Zip: Whitewater, WI 53190

Accounts Payable Contact: Jean Shaffer

Accounts Payable Email: accountspayable@wwusd.org

Date(s) of Show: 05/24/2024 Display Start Time(s): 8:30pm

Rain/Postponed Date(s): NA

Day-of-Show Contact Name: David Friend, Director of Buildings and Grounds

Day-of-Show Mobile Phone Number: 608-931-6678

Day-of-Show Email: dfriend@wwusd.org

Display Site Location(s) and  
Address(es): 534 S. Elizabeth Street, Whitewater, WI 53190

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

NA

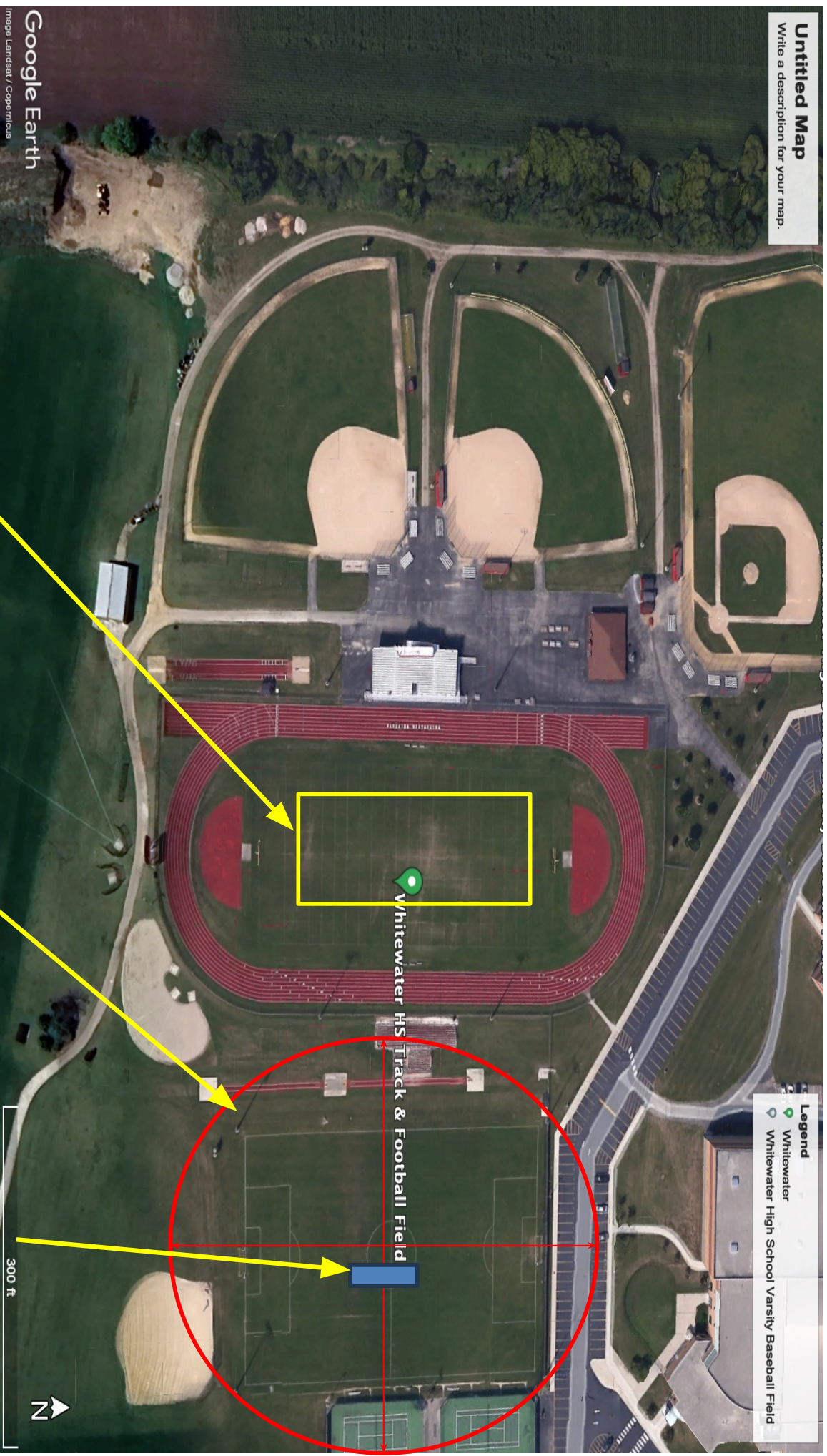
Additionally Insured – If Applicable:

M3 Insurance



WHITEWATER HS  
WHITEWATER,  
WI

2.5IN LIMIT  
2/28/2024 MPL



GRADUATION CEREMONY

FALL OUT AREA: 250'

SETUP AREA: 20' X 20'



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/15/2024

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> Acrisure, LLC dba Britton Gallagher & Associates 3737 Park East Dr. STE 204 Beachwood OH 44122		<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> info@brittongallagher.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A :</b> Everest Indemnity Insurance Co.	10851
		<b>INSURER B :</b> Everest Denali Insurance Company	16044
		<b>INSURER C :</b> Arch Speciality Ins Co	21199
		<b>INSURER D :</b> Continental Indemnity Company	28258
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 921286314      **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"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SI8ML00891-232	10/14/2023	10/14/2024	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 \$
B	<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	SI8CA00141-232	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$	Y	Y	UXP1035252-04	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	82-872096-04-37	10/14/2023	10/14/2024	<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
A	Excess Liability #2	Y	Y	SI8EX01314-232	10/14/2023	10/14/2024	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

**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 liability policies where required by written agreement.  
Fireworks Display Date: May 24, 2024  
Location: Whitewater High School, 419 S Elizabeth Street, Whitewater, WI 53190  
Additional Insured: Whitewater High School; Whitewater Unified School District; City of Whitewater, WI

**CERTIFICATE HOLDER**

Whitewater High School 419 S Elizabeth Street Whitewater WI 53190	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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