

REQUEST FOR PERMIT TO DISPLAY FIREWORKS IN THE CITY OF WHITEWATER
Under Chapter 5.08.040 of the City of Whitewater Municipal Code
(Application for Permits for Pyrotechnic Displays, Blank Cartridges and Flares)

APPLICANT: <u>Whitewater 4th of July Committee</u>	
NAME OF PERSON IN CHARGE: <u>Larin Silvius</u>	
ADDRESS OF EVENT MANAGER: <u>402 w. main street, whitewater</u>	
MANAGER DATE OF BIRTH: <u>9-30-1996</u>	MANAGER PLACE OF BIRTH: <u>Madison, WI</u>
DATE OF FIREWORKS DISPLAY: <u>July 4th</u>	
HOURS OF FIREWORKS DISPLAY: <u>9:45p-10:15p</u>	
LOCATION FROM WHERE FIREWORKS WILL BE ACTIVATED: <u>Crawath Lake</u>	
INDIVIDUAL AND ORGANIZATION IN CHARGE OF FIRING PYROTECHNICS: <u>Jacob Klarow - Pyrotechnico</u>	
INDIVIDUAL IN CHARGE OF RECOVERING UNFIRED PYROTECHNICS: <u>Jacob Klarow</u>	
NUMBER AND KINDS OF PYROTECHNICS WHICH WILL BE FIRED: Secret <u>display</u> <u>Aerial</u>	
LOCATION WHERE PYROTECHNIC MATERIAL WILL BE STORED PRIOR TO DISPLAY: <u>No material displayed on site.</u>	

TO BE COMPLETED BY CLERK:	
Cert of Ins received by <u>X</u>	Diagram received by <u>X</u>
Permit to Process & Display Fireworks received by <u>X</u>	
Referred to Fire Chief: <u>5/27/26</u>	

TO BE COMPLETED BY CITY MANAGER:	
<input type="checkbox"/> Approved <input type="checkbox"/> Disapprove _____ <div style="text-align: right;">City Manager</div>	

5.08.040 - Pyrotechnic displays, blank cartridges, flares.

- (a) Nothing contained in this chapter shall prohibit the use of fireworks for pyrotechnic displays given by public authorities, fair associations, amusement parks, park board, civic organizations, or groups of individuals under permit granted by the common council.
- (b) Application for Permits for Pyrotechnic Displays. Application by organizations sponsoring pyrotechnic displays shall be submitted at least fifteen days in advance of the date set for the display and shall contain the following:
 - (1) The address and exact location of the pyrotechnic display;
 - (2) The date and time of the display;
 - (3) The name of organization sponsoring the display and the person responsible for arrangements;
 - (4) The name of the organization and the person in charge of firing the pyrotechnics and the person responsible for recovery of unfired pyrotechnics;
 - (5) The number and kinds of pyrotechnics which will be fired;
 - (6) The location where the pyrotechnic material will be stored prior to the display;
 - (7) A diagram of the area where the display will take place showing the firing area, distances to the audience, to buildings, to roadways and public pathways, and special conditions;
 - (8) Said application will be referred to the fire chief for inspection and approval before submission to the common council;
 - (9) The applicant shall furnish a certificate of insurance issued by a company licensed to do business in the state in an amount of not less than \$50,000.00 for personal injury and \$10,000.00 for property damage and shall name the city as an insured;
 - (10) The fee for such permit shall be \$25.00. Such fee may be waived by the city manager for cause shown.

(Ord. 1009 §1(part), 1983).

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".

Whitewater 4th of July

Legal Entity Contracting Pyrotecnico: _____

Primary Point of Contact Name: **Karin Silvius** _____

Phone: **2624584005** _____ Email: **whitewater4th@gmail.com** _____

Billing Address: **402 W Main Street** _____

City, State & Zip: **Whitewater, WI 53190** _____

Accounts Payable Contact: **Karin Silvius** _____

Accounts Payable Email: **whitewater4th@gmail.com** _____

Display Date(s): **7/6/2026** _____ Display Start Time(s): **9:45p** _____

Rain Date(s): **7/5/2026** _____

Day-of-Display Contact Name: **Karin Silvius** _____

Day-of-Display Mobile Phone Number: **608-732-1567** _____

Day-of-Display Email: **info@whitewaterchamber.com** _____

Display Site Location(s) and Address(es): **Cravath Lakefront Park** _____

341 S. Fremont Street, Whitewater, WI 53190 _____

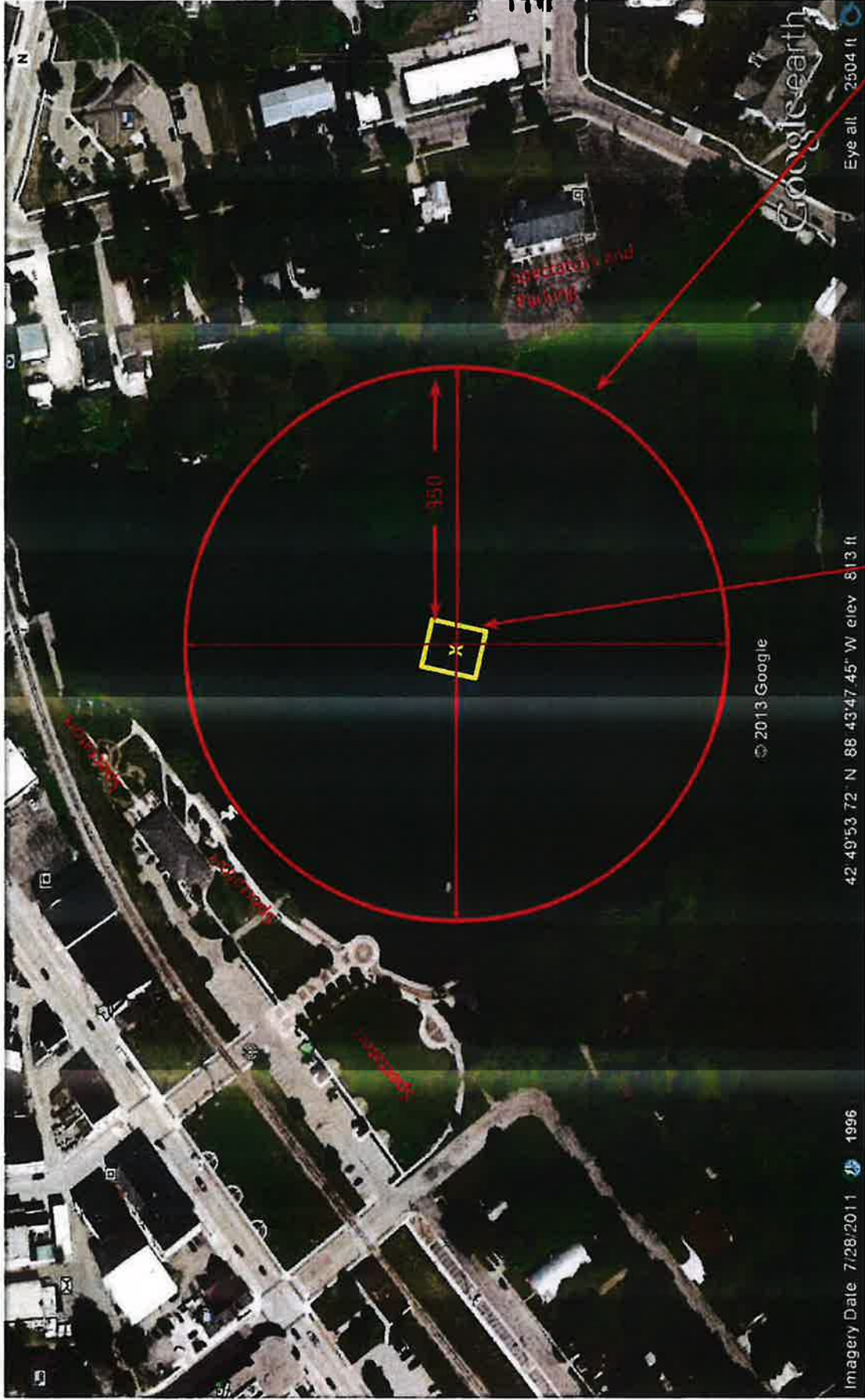
If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

No _____

If Applicable - Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured):

Whitewater Wisconsin
Cravath Lake
Whitewater, Wisconsin

3" Shell Limit – Low Level / 3" Angles
3/07/2025 MPL



Radius from Setup Area: 350'

Setup Area: 48'x30' Barge Platform

Barge anchored in center of lake



PYROTECNICO FIREWORKS INC.

This Fireworks Display Agreement ("Agreement") entered into this on May 1, 2026 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Whitewater 4th of July Corp (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 July 4, 2026. (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by May 10, 2026 ("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 \$25,000.00 (Twenty five thousand and 00/100 dollars) (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$12,500.00 due May 10, 2026 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. The Contract Price is based on the regulations and laws in effect at the time of execution of this Agreement. If any change in law (including, but not limited to, new or increased tariffs, duties, taxes, import restrictions, or other governmental regulations) materially increases the cost of the Fireworks Display, Pyrotecnico shall have the right to adjust the Contract Price to reflect such increased costs. Pyrotecnico shall provide CUSTOMER with written notice of any such adjustment, including reasonable documentation supporting the increased costs. CUSTOMER shall have five (5) days from receipt of such notice to accept the revised Contract Price. If CUSTOMER does not accept the revised Contract Price within this period, Pyrotecnico may, at its sole discretion, suspend performance of the Fireworks Display until the parties negotiate, in good faith, reasonable adjustments to the Contract Price or revise the Fireworks Display to account for the increased costs. Nothing in this provision shall obligate Pyrotecnico to absorb any increased costs resulting from changes in law, tariffs, or other governmental actions beyond its control.

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 \$3,750.00 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 \$10,000.00 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 \$12,500.00.

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 300 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 personnel protection to prevent spectators from entering display area; (e) Directly secure, confirm, and pay for 24-hour security of the set-up and discharge areas at the Display Site, if required, beginning upon the arrival of Pyrotecnico's fireworks product through the completion of the Fireworks Display; (f) Search of the fallout area at first light following a nighttime display; and (g) 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.

SIGNATURES TO FOLLOW ON NEXT PAGE

PYROTECNICO:

By (sign): Lynn Ann Hamed

Name: Lynn Ann Hamed

Title: Corporate Secretary

Date: May 8, 2026

Address: 299 Wilson Road

New Castle PA 16101

Phone: (724) 652-9555

CUSTOMER:

By (sign) : Karin Silvius
Name: Karin Silvius

Title: Executive Director

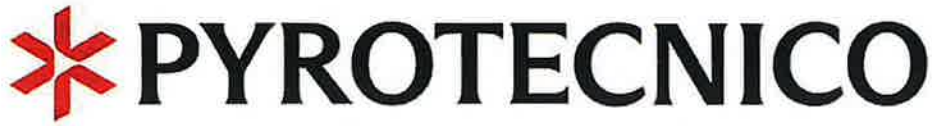
Date: 5/8/2026

Address: 402 W Main Street

Whitewater, WI 53190

Phone: 6087321567

Email: whitewater4th@gmail.com



**Deposit
Invoice**

Pyrotecnico Fireworks Inc.
Bin : 10
PO Box 14470
St. Louis MO 63178-4470
United States

Date: 04/14/2026

Invoice #: SO-PYR64809

Sold To:

Whitewater Fourth of July Corp
150 W Main Street
Whitewater WI 53190
United States

DESCRIPTION	AMOUNT
Fireworks Display date: 7/4/2026	\$ 25,000.00
Pre-Show Advance Due 05/10/2026	\$ 12,500.00

REMIT PAYMENT TO:

We accept WIRE, ACH, and Check Payments.
Wire Remit To:
Busey Bank 100 W University Ave. Champaign IL
61820
ABA: 071102568
Account Number: 130586822088
SWIFT/BIC Code: BUYEUS44

ACH Remit to:
Busey Bank
ACH Account: 130586822088
Routing: 071102568

Check Remit to:
Pyrotecnico Fireworks, Inc
Bin : 10
PO Box 14470
St. Louis, MO 63178-4470