

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on **April 26, 2024** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and **Whitewater Fourth 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 **REFER TO ATTACHMENT "A"** (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **May 26, 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 **REFER TO ATTACHMENT "A"** (the "Contract Price"). Pyrotecnico will invoice CUSTOMER A deposit of **REFER TO ATTACHMENT "A"** is due **REFER TO ATTACHMENT "A"** and the final balance shall be due Net 10 from **REFER TO ATTACHMENT "A"**. 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 **REFER TO ATTACHMENT "A"** 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 **REFER TO ATTACHMENT "A"** 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 **REFER TO ATTACHMENT "A"**.

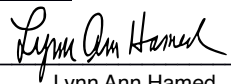
Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for the fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. 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 **350 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.

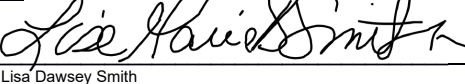
Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage 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 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 29, 2024
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): 
Name: Lisa Dawsey Smith
Title: co-chair WW 4th Committee
Date: 04/26/24
Address: 150 W Main Street, Whitewater, WI 53190
Phone: 262.473.4005
Email: whitewater4th@gmail.com

ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
July 4, 2024	\$12,500.00	\$6,250.00	May 31, 2024	Net 10	\$1,875.00	\$5,000.00	\$6,250.00
July 6, 2024	\$10,200.00	\$5,100.00	May 31, 2024	Net 10	\$1,530.00	\$4,080.00	\$5,100.00



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 4th of July

Primary Point of Contact Name: Lisa Dawsey Smith

Phone: 262-473-4005 Fax: n/a

Email: whitewater4th@gmail.com

Billing Address: 150 W Main Street

City, State & Zip: Whitewater, WI 53190

Accounts Payable Contact: Katie Lehman

Accounts Payable Email: klehman@firstcitizensww.com

Date(s) of Show: 7/4/24, 7/6/24 Display Start Time(s): 10 pm

Rain/Postponed Date(s): We do not have alternate dates

Day-of-Show Contact Name: Lisa Dawsey Smith

Day-of-Show Mobile Phone Number: 262.510.4283

Day-of-Show Email: ldawsey06@gmail.com

Display Site Location(s) and Address(es): Lake launch, Cravath Lakefront Park 341 S Fremont Street, Whitewater, WI 53190

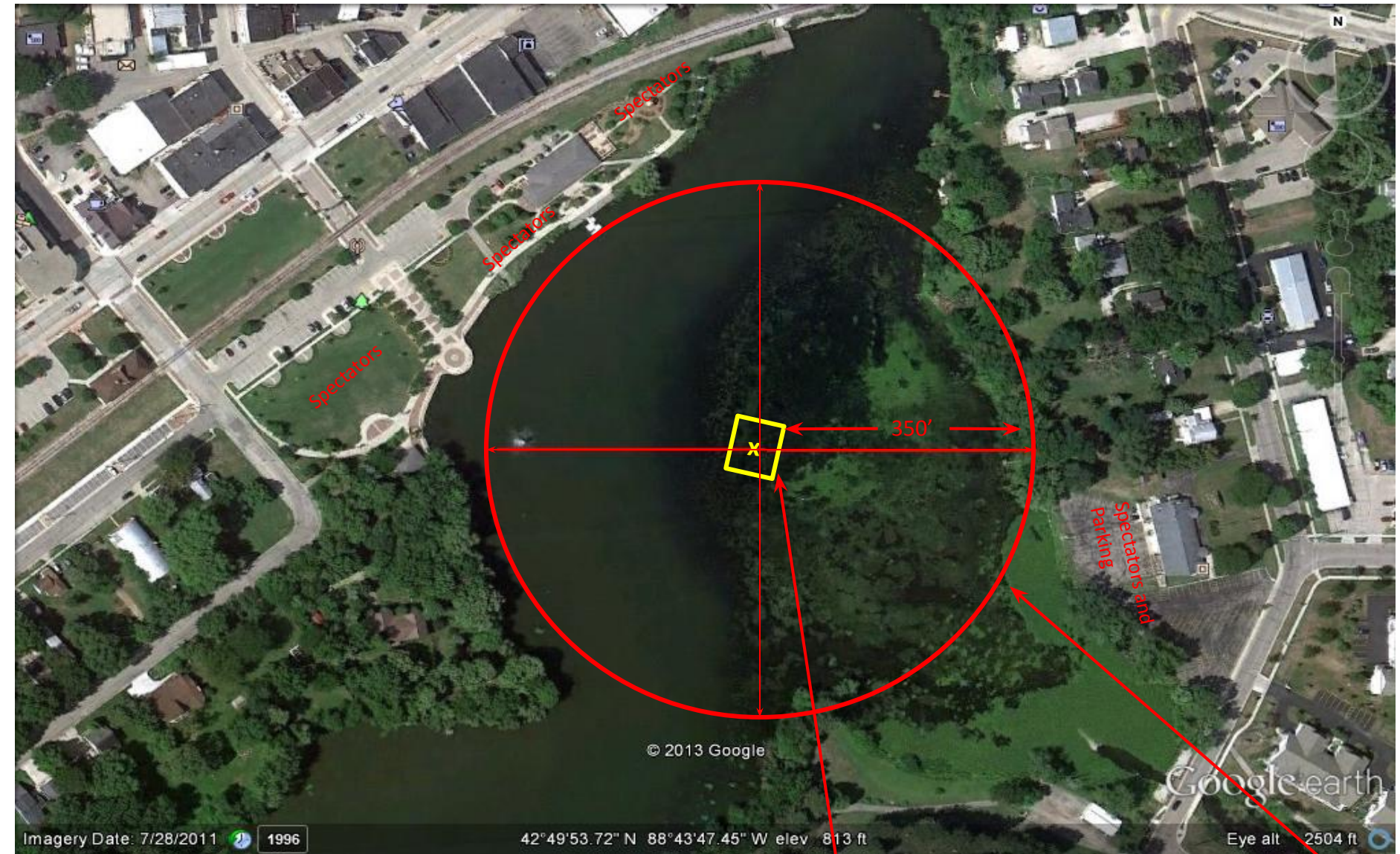
If Pyrotecnico has produced a show at this site, has the geography changed (i.e., new structures, new terrain, etc.)? If yes, please describe:

water levels may vary depending on rainfall - barge launch and positioning can be affected
as well but onsite crews should be familiar

Additionally Insured – If Applicable:

City of Whitewater, Downtown Whitewater, Inc

CUSTOMER Initials: LMDS



Barge anchored in center of lake

Setup Area: 48'x30' Barge Platform

Radius from Setup Area: 350'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2024

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).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C, No. Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. INSURER B: Everest Denali Insurance Company INSURER C: Arch Speciality Ins Co INSURER D: Continental Indemnity Company INSURER E: Ocean Underwriting Consortium INSURER F:	NAIC # 10851 16044 21199 28258

COVERAGES**CERTIFICATE NUMBER:** 1506396760**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	GENERAL LIABILITY <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	AUTOMOBILE LIABILITY <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	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N 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 E	Excess Liability #2 Stock Throughput	Y	Y	SI8EX01314-232 STP BINDER	10/14/2023 10/14/2023	10/14/2024 10/14/2024	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000 Stock Limit \$3,000,000

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: July 4 & 6, 2024

LOCATION: Barge-Whitewater, WI (Cravath Lake)

ADDITIONAL INSURED: City of Whitewater; Downtown Whitewater, Inc.

CERTIFICATE HOLDER**CANCELLATION**Whitewater Fourth of July Committee
150 W. Main Street
Whitewater WI 53190

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

© 1988-2010 ACORD CORPORATION. All rights reserved.