

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on April 15, 2025 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 2, 2025 ("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(s) of REFER TO ATTACHMENT "A" (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of REFER TO ATTACHMENT "A" to be due REFER TO ATTACHMENT "A" and the final balance shall be due REFER TO ATTACHMENT "A". A service fee of 1 1/2% 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 to 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 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): Lynn Ann Hamed
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date: April 16, 2025
Address: 299 Wilson Road
New Castle PA 16101
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): Kate M. Lehman
Name: Kate M. Lehman
Title: Co-Chair
Date: April 15, 2025
Address: 462 W Main Street
Whitewater WI 53190
Phone: 262-949-3480
Email: Kate.Nesso@gmail.com
klehman@firstcityzoo.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, 2025	\$13,500.00	\$6,750.00	April 25, 2025	Net 10	\$2,025.00	\$5,400.00	\$6,750.00
July 5, 2025	\$11,500.00	\$5,750.00	April 25, 2025	Net 10	\$1,725.00	\$4,600.00	\$5,750.00

Pyrotecnico Fireworks Display Agreement 2025

CUSTOMER Initials: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2025

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 Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Everest Denali Insurance Company		16044
INSURER B : Arch Specialty Insurance Company		21199
INSURER C : Pennsylvania Insurance Company		21962
INSURER D : James River Insurance Company		12203
INSURER E : AXIS Surplus Insurance Company		26620
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 851137429**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
D	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"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	P0000003353	11/14/2024	10/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	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	GCD0010016-241	11/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	Y	Y	UXP1035252-05	11/14/2024	10/14/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Y	82-872096-04-36(5 STATES)	10/14/2024	10/14/2025	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability #2	Y	Y	P-001-001451057-01	11/14/2024	10/14/2025	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 policies where required by written agreement.

Display Date: July 4, 2025; July 5, 2025

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

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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): _____

Primary Point of Contact Name: _____

Phone: _____ Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date(s): _____ Display Start Time(s): _____

Rain Date(s): _____

Day-of-Display Contact Name: _____

Day-of-Display Mobile Phone Number: _____

Day-of-Display Email: _____

Display Site Location(s) and
Address(es): _____

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

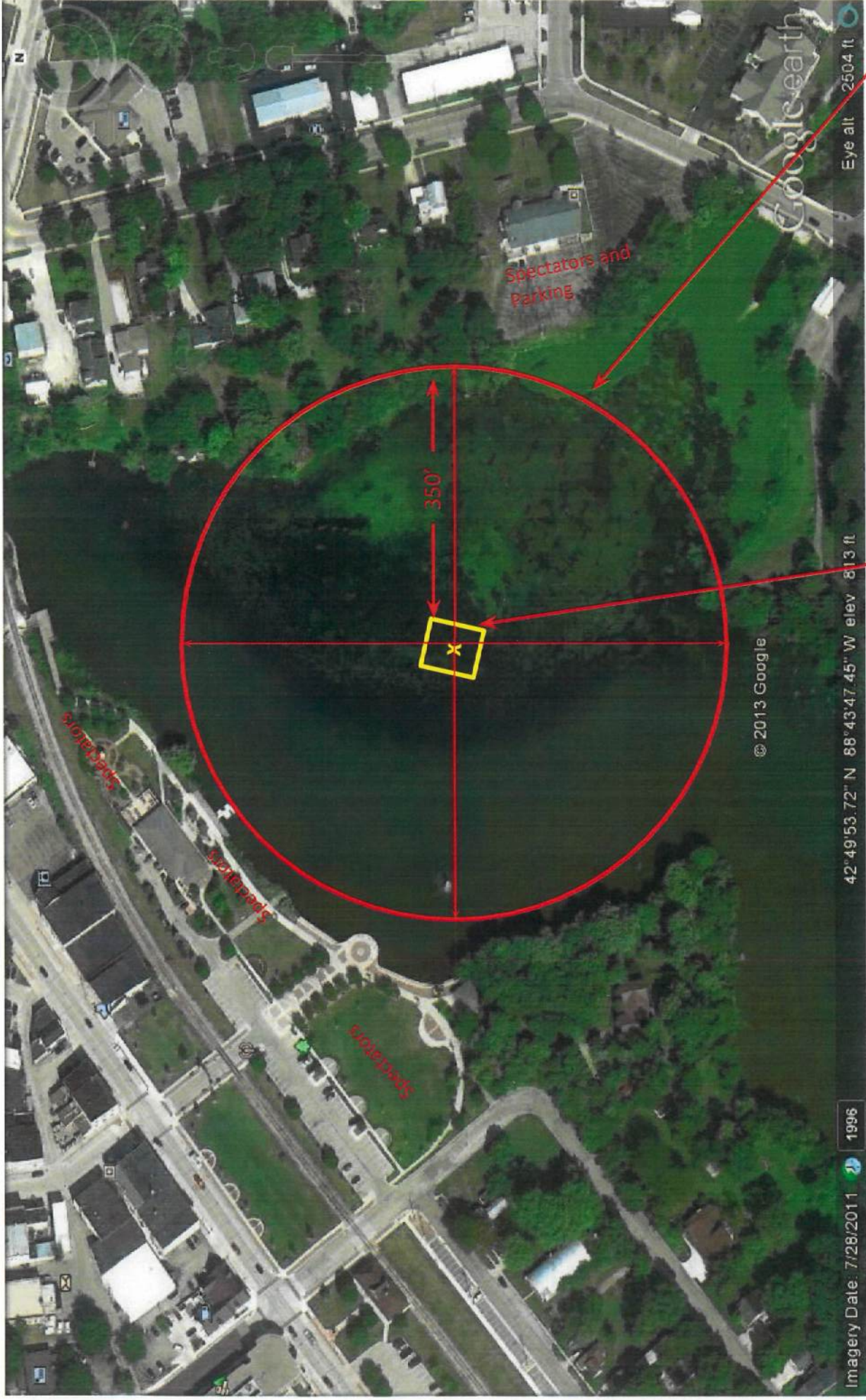
Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:

Pyrotecnico Fireworks Display Agreement 2025

CUSTOMER Initials: _____

Whitewater Wisconsin
Cravath Lake
Whitewater, Wisconsin

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



Barge anchored in center of lake

Setup Area: 48'x30' Barge Platform

Radius from Setup Area: 350'

Deposit Invoice

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

Date: 03/04/2025

INV#: SO-C59203

Sold To:

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

Description	Amount
Fireworks Display Date: 7/4/2025	\$ 13,500.00
Pre-Show Advance Due 04/25/2025	\$ 6,250.00

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

Deposit Invoice

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

Date: 03/11/2025

INV#: SO-C59355

Sold To:

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

Description	Amount
Fireworks Display date: 7/5/2025	\$ 11,500.00
Pre-Show Advance Due 04/25/2025	\$ 5,750.00

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