

## ***PYROTECNICO FIREWORKS, INC.***

This Fireworks Display Agreement ("Agreement") entered into this on **September 6, 2024** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and **City of Aurora, IL** (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 1, 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% 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 **420 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.

Both Parties shall indemnify and defend each other and their 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 costs of experts and attorneys) 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 gross negligence or willful misconduct of each other or their employees, agents, contractors or representatives, or (b) the failure of the other to comply with its obligations and responsibilities. Client further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show location. Neither Party will, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special or punitive damages from the other, including loss of income, business or profits. 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: \_\_\_\_\_  
Address: 299 Wilson Road  
New Castle PA 16101  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

### **CUSTOMER:**

By (sign)\_: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: : \_\_\_\_\_

**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 3, 2025	\$46,000.00	\$23,000.00	April 4, 2025	Net 30	\$6,900.00	\$18,400.00	\$23,000.00
July 3, 2026	\$46,000.00	\$23,000.00	April 4, 2026	Net 30	\$6,900.00	\$18,400.00	\$23,000.00
July 2, 2027	\$46,000.00	\$23,000.00	April 4, 2027	Net 30	\$6,900.00	\$18,400.00	\$23,000.00

CUSTOMER Initials: \_\_\_\_\_



**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:

\_\_\_\_\_  
\_\_\_\_\_

CUSTOMER Initials: \_\_\_\_\_