

PYROTECNICO FIREWORKS, INC.

AGREEMENT

This contract entered into this 19th Day of October, 2021 by and between PYROTECNICO FIREWORKS, INC. of New Castle, Pennsylvania and City of Aurora (CUSTOMER) of City Aurora State Illinois.

Pyrotecnico Fireworks, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer (3) three Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer. Said display to be given on the evening of July 4, 2022; July 4, 2023; July 4, 2024 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within three (3) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 40% of the total contract price 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 Fireworks, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico Fireworks, Inc. shall be entitled to 50% of the contract price. If Pyrotecnico Fireworks, Inc. cancels the display, there will be no charge to the Customer.

PYROTECNICO FIREWORKS, INC. agrees to furnish all necessary fireworks display materials and personnel for a 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 this agreement.

It is further agreed and understood that the CUSTOMER is to pay PYROTECNICO FIREWORKS, INC. the sum of \$43,000.00 (Forty three thousand and 00/dollars)/DISPLAY. A 50% deposit is due 90 days prior to the display date. Customer will pay all invoices in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, "the Act.") Interest on any late payments shall accrue in accordance with the Act.

PYROTECNICO FIREWORKS, INC. will obtain Public Liability, Property Damage, Transportation and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will timely secure and provide the following items:

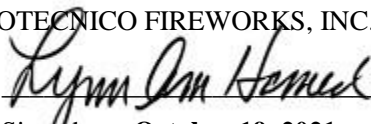
- (a) Sufficient area for the display, including a minimum spectator set back distance of 420 feet at all points from the discharge area.
- (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the fireworks event.
- (c) Protection of the display area by 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.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico Fireworks, Inc. in the collection or attempted collections of any amount due under this agreement and invoice. The contract is governed by the Illinois law with Kane County as venue.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

PYROTECNICO FIREWORKS, INC.

By



Date Signed: October 19, 2021

P.O. Box 149
New Castle, PA 16103
724-923-6601

CUSTOMER

By

Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____

(PLEASE TYPE OR PRINT)

Name _____

Address _____

Phone _____

Email _____