

**PYROTECHNIC DISPLAY, INC.
FIREWORKS DISPLAY AGREEMENT**

This agreement is entered into between Pyrotechnic Display, Inc., a Minnesota Corporation with offices in Clear Lake, Minnesota, ("Pyrotechnic") and City of Duluth, of the City of Duluth State of Minnesota ("Customer"), for the purchase of a fireworks display. (the "Agreement")

SECTION 1 FIREWORKS DISPLAY

Pyrotechnic agrees to furnish for the Customer () fireworks display(s), as per the Proposal attached hereto and made part of this Agreement, on the evening of July 4, 2018 ("Fireworks Display").

SECTION 2 CONTRACT PRICE

In consideration for the Fireworks Display, Customer agrees to pay Pyrotechnic the sum of \$43,000.00 (Forty three thousand and 00/100 dollars) which includes all taxes ("Contract Price"). A service fee of 2% per month shall be added to the Contract Price, or any portion of the Contract Price due, if it is not paid within 30 days of the date payment becomes due under this Agreement.

SECTION 3 MATERIALS AND SERVICES

Pyrotechnic shall be responsible for providing inventory meeting the specifications for the Fireworks Display, and the services of an operator who will be responsible for preparing and conducting the Fireworks Display. Pyrotechnic shall prepare a final design prior to the Fireworks Display, and the exact specifications will be supplied to the Customer after the final design, upon request.

SECTION 4 INSURANCE

Pyrotechnic Display, Inc. shall provide proof of Public Liability and Property Damage insurance with limits not less than \$1,500,000 Single Limit. Proof of Workers Compensation Insurance in accordance with the laws of the state of Minnesota shall also be provided. The City of Duluth shall be named as an additional insured under the Public Liability policy per this contract.

SECTION 5 LOCATION

Customer shall be responsible for providing a suitable location for the Fireworks Display. Customer shall cooperate with Pyrotechnic to ensure that the site is suitable for the Fireworks Display, and Pyrotechnic shall have the right to reject a proposed site for lack of accessibility, fire or other safety reasons.

In addition to providing the location, Customer shall be responsible for:

- Providing an appropriate staging area, and a minimum spectator setback of 700 feet.
- Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel.
- Searching the fallout area at first light following a nighttime display.
- Providing security, police and fire protection, to ensure 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.

SECTION 6 WEATHER RELATED POSTPONEMENT AND CANCELLATION.

Customer acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, Customer shall be responsible for payment based on the schedule below, which shall be due within 30 days of the date agreed to in Section 1. If Customer does not reschedule the Fireworks Display within the twelve-month period, Pyrotechnic shall be entitled to 30% of the Contract Price for damages and expenses relating to the cancellation.

If customer chooses to postpone or cancel the Fireworks Display for any reason, customer shall be responsible for payment of a percentage of the Contract Price based on the schedule below, which shall be due within 30 days of the date agreed to in Section I.

In the case of postponement or cancellation, Customer shall pay, as an additional fee, the following percentage of the Contract Price.

- At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.
- At any time on the scheduled date for the Fireworks Display, 20% of the Contract Price
- After the commencement of the Fireworks Display, where Pyrotechnic's operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

The Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotechnic Display, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

SECTION 7 INDEMNITY

Pyrotechnic shall defend, indemnify and save the Customer harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract. Said obligation does not include indemnification of the Customer for claims of liability arising out of the sole negligent or intentional acts or omissions of Customer but shall include but not be limited to the obligation to defend, indemnify and save harmless the Customer in all cases where claims of liability against the Customer arise out of acts or omissions of Customer which are derivative of the negligence or intentional acts or omissions of Pyrotechnic such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Pyrotechnic and any other such source of liability. In addition, Pyrotechnic shall comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

SECTION 8 NO PARTNERSHIP

It is agreed and mutually understood that nothing in this contract shall be construed or interpreted as creating or establishing a partnership or joint venture between the parties. Both parties are responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract.

SECTION 8 ENTIRE AGREEMENT

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. 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.

NOTE: Any changes without Pyrotechnic Display, Inc. approval will cancel agreement.

NOTE: This agreement will be withdrawn if not accepted within 45 days.

IN WITNES S WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Approved:

Mayor

Attest:

City Clerk

Approved:

Assistant City Attorney

Countersigned:

City Auditor

Signed on: _____, 2018.
PYROTECHNIC DISPLAY, INC.

BY: _____

Name: Mark C. Hanson
ITS: Event Producer

Pyrotechnic Display, Inc.
9405 River Road SE
Clear Lake, MN 55319
Telephone: (800)507-9074, Ext. 1

Pyrotechnic Display Incorporated

800-507-9074

9405 River Road SE – Clear Lake, MN 55319

City of Duluth, Minnesota

7/4/2018

*We would appreciate the opportunity to entertain the City of Duluth, MN audience with our **"Pyro-Musical Production"**. This display will be action packed and choreographed to the lyrics and pace of the music. A brief description of some of the Special Aerial Shell Features and Highlights possibilities are included later in this proposal. This display will include aerial shells up to 10" diameter. The Grand Finale will build with intensity and end marvelously!*

The caliber of aerial shell provides the altitude and size of burst, while artistic placement of the shells in a Left, Center, and Right fashion allows us to "fill a larger portion of the sky". Additionally, combining different calibers with precision timing provide for "layers of fireworks". Music interpretation in combination with these components provides the audience an outstanding spectacular production. Our display will be computer fired for safety, and precision timing.

We believe your staff will be impressed with our professional attention to detail & hassle-free experience. We look forward to creating a memorable event that will have everyone cheering!

Please contact me if you have any questions after you review our proposal. Cell (612) 709-3703, (800) 507-9074, ext. 1, or mhanson@pyrodisplay.com.

Our Proposed Display Includes:

Five Million Dollars Public Liability Insurance Specific to Your Event Listing the City of Duluth, MN as "additional insured" (sample certificate included)

Workers Compensation Insurance

All Required Permits including Coordination with Local Public Safety Officials, and your Event Staff

Aerial View of Shoot Site with Safety Perimeter

Coordination with the Radio Station of Your Choice.

Sound Track including display design as provided in this proposal.

All Field Technician Labor, Trucking, and Fuel is Included

Minnesota Certified Fireworks and Fireworks Operator Technicians

Proposed Display Cost: \$43,000.00 per year

CITY OF DULUTH, MN \$43,000.00 COMPLETE DISPLAY TOTAL

	AERIAL SHELLS						2"-2.5" MULTI-SHOT BARRAGES	COMETS & RISING EFFECTS
2.5"	3"	4"	5"	6"	8"	10"		
510	605	200	165	112	40	18	1874	825

TOTAL QUANTITY OF FIREWORKS

4349

The **AERIAL SHELLS & AERIAL SHELL BARRAGES** will reach heights between **300' - 1000'** into the sky!

***** AERIAL SHELL BARRAGES are multiple, rapidly fired shells to provide intensity.*****

The high quality design & manufacture of our **AERIAL SHELL BARRAGES** perform similar to **3" AERIAL SHELLS**.

* **RISING EFFECTS** include comets, jetting comets or aerial shell bursts adding interest as the **AERIAL SHELL** rises into the sky!*

We do not stock mini caliber barrage items with large numbers to increase the total shots in your display.
 This display does not contain any Small Caliber - high quantity fireworks.

We appreciate the opportunity to entertain your community.
We believe you will be impressed by the quality of this proposed display!

Duluth July Fourth Fest Celebration Program Includes:

- ▶ Program Display
- ▶ Display fully choreographed utilizing Show Director scripting software
- ▶ Computer firing utilizing Pyrodigital firing equipment
- ▶ Time code transmission to all firing locations
- ▶ Portable hand held receivers at each location for redundancy backup
- ▶ Musical soundtrack creation
- ▶ Multi-track D.A.T. players
- ▶ Communications equipment
- ▶ A vast array of high quality pyrotechnics used to design your program
- ▶ \$5,000,000 insurance coverage
- ▶ All transportation costs
- ▶ All necessary permits to conduct the fireworks program