

# PYROTECHNIC DISPLAY, INC.

## Display Contract

For office use only

Invoice number \_\_\_\_\_

This contract entered into this \_\_\_\_\_ Day of January AD **2017** by and between PYROTECHNIC DISPLAY, INC. of Clear Lake, MN and City of Duluth (Customer) of City Duluth State Minnesota.

WITNESSETH: PYROTECHNIC DISPLAY, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one Fireworks Display(s) as per Proposal made and accepted and attached hereto 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, 2017 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 twelve (12) months of the original display date. Customer shall remit to the first party an additional 18% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of PYROTECHNIC DISPLAY, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, PYROTECHNIC DISPLAY, INC. shall be entitled to 25% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to PYROTECHNIC DISPLAY, INC. 18% of the contract price.

PYROTECHNIC DISPLAY, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the Proposal and 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. PYROTECHNIC DISPLAY, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay PYROTECHNIC DISPLAY, INC. the sum of \$50,000.00 (Fifty Thousand and 00/100 dollars) includes all taxes. A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

PYROTECHNIC DISPLAY, INC. will provide proof of Public Liability and Property Damage insurance with limits not less than \$1,500,000 Single Limit, and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. 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.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 840 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

PYROTECHNIC DISPLAY, INC. will 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 Contractor 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 Contractor and any other such source of liability. In addition, Contractor will 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.

It is further agreed and mutually understood that nothing in this contract shall be constructed 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 PYROTECHNIC DISPLAY, INC. in the collection or attempted collections of any amount due under this agreement and invoice.

Primary point of contact at the City:

Hank Martinsen, Property Services Supervisor  
1532 West Michigan St.  
Duluth, MN 55806  
218-730-4436 (office)  
218-576-6083 (mobile)  
[hmartinsen@duluthmn.gov](mailto:hmartinsen@duluthmn.gov)

Please submit invoices to:

City of Duluth - Auditor's Office  
City Hall, Room 107  
411 West 1<sup>st</sup> St.  
Duluth, MN 55802

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.

**PYROTECHNIC DISPLAY, INC.**

By:

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Name: Mark C. Hanson  
9405 River Road SE  
Clear Lake, MN 55319  
(800) 507-9074 Ex. 1

**CITY OF DULUTH**

By:

\_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_

City Clerk

Date Attested: \_\_\_\_\_

Countersigned:

\_\_\_\_\_

City Auditor

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

# **Pyrotechnic Display Incorporated**

800-507-9074

9405 River Road SE – Clear Lake, MN 55319

**City of Duluth, Minnesota**

**7/4/2017**

*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 12” diameter. The Grand Finale will build with intensity and end magnificently!*

*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](mailto: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: \$50,000.00 per year**

**CITY OF DULUTH, MN \$50,000.00 COMPLETE DISPLAY TOTAL**

<b>AERIAL SHELLS</b>								<b>2"-2.5" MULTI- SHOT BARRAGES</b>	<b>COMETS &amp; RISING EFFECTS</b>
<b>2.5"</b>	<b>3"</b>	<b>4"</b>	<b>5"</b>	<b>6"</b>	<b>8"</b>	<b>10"</b>	<b>12"</b>		
<b>562</b>	<b>859</b>	<b>205</b>	<b>185</b>	<b>142</b>	<b>55</b>	<b>20</b>	<b>10</b>	<b>2168</b>	<b>1019</b>

**TOTAL QUANTITY OF FIREWORKS**

**5225**

*The AERIAL SHELLS & AERIAL SHELL BARRAGES will reach heights between 300' - 120 0' 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