

# FANTASTIC FIREWORKS

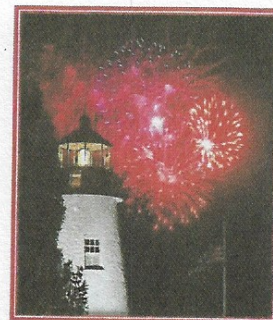
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## CONTRACT

This contract and agreement entered into this 02 day of Sept. June 2021 by and between **FANTASTIC FIREWORKS** a Maryland corporation in White Hall, MD with a mailing address of **PO Box 312, Maryland Line, MD 21105**, hereinafter referred to as **FF**.

and  
**John Giles jr.** representing **Town of Elsmere** whose address is **11 Poplar Avenue Elsmere, De 19805** herein after referred to as **Sponsor**.

**WHEREAS**, the parties have entered into an oral agreement relating to the sale and/or display of fireworks which they desire to have set forth in writing:

**NOW, THEREFORE** the parties agree as follows:

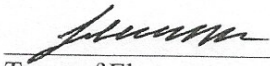
1. That **FF** intends to sell and/or display fireworks only to appropriately authorized individuals.
2. The **Sponsor** agrees to pay a display price of **NINE THOUSAND DOLLARS (\$9,000.00)** for the display agreed upon which will be exhibited by **FF** on **October 16, 2021** at a mutually agreed upon site. In the event of inclement weather, the display will be rescheduled to **October 17, 2021**.
3. Upon acceptance of this agreement, **your 2020 deposit of FOUR THOUSAND AND FIVE HUNDRED DOLLARS ( \$4500.00) will be applied to this contract**. With the balance of **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00)** due within ten (10) days after the display date agreed upon herein. Late payments will be subject to a finance charge.
4. **Sponsor** agrees to maintain a secure site which meets NFPA 1123-2018 distance requirements (70' per inch o shell diameter), as defined by **FF** and **Sponsor's** local Fire Authority and to provide proper police/crowd security personnel to ensure adequate patrol of this site as marked and secured by the **Sponsor** until **FF** advises that the security is no longer necessary, **Sponsor** also agrees to furnish proper parking supervision.
5. **FF** reserves the right to terminate the display being exhibited by **FF** in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
6. **Sponsor** will have the display site approved and permit application signed by the local Fire Authority having jurisdiction. In addition, **Sponsor** will have available at the display site fire and/or other local Emergency Response Person **or** will make application, and have available at the display, all police, fire or other local, county or state permits required for the display site.




7a. There will be a postponement fee of *fifteen percent (15%)* of the total contract price if the display has left the warehouse. If the **Sponsor** notifies **FF** of postponement prior to the display leaving the warehouse, the postponement fee will be *five percent (5%)* of the total contract price but, no less than **TWO-HUNDRED FIFTY DOLLARS (\$250.00)**. In the event of a cancellation of the display, there will be a cancellation fee of *twenty-five percent (25%)* of the total contract price.

- b. In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by **FF** to perform the display at the **Sponsor's** request. Once the display has been setup and the fireworks loaded, only **FF** and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display or cancel it if it is deemed necessary. Demands for cancellation by the **Sponsor** once the display is ready for firing will result in *one-hundred percent (100%)* of the contract amount invoiced due.
8. **FF**, upon acceptance of this contract in writing by both parties, agrees to fulfill the contract in a safe, professional, and workmanlike manner and further to provide liability insurance coverage in the amount of **ONE MILLION DOLLARS (\$1,000,000.00)**. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.
9. **FF** reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required.
10. **FF** shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display. **Sponsor** will be responsible for a thorough search for post display debris, including unfired pyrotechnic devices, if any, and policing of area at first light following exhibition.

**IN WITNESS WHEREOF**, we set our hands and seals to this agreement in duplicate the day and year first above written.

  
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Town of Elsmere  
Representative, John Giles Jr.

  
\_\_\_\_\_  
Fantastic Fireworks  
President, Donna Coster.

