



CONTRACT

THIS AGREEMENT entered into this 20th day of April 2015 by and between AMERICAN FIREWORKS DISPLAY, LLC, party of the first part and: Town of New Paltz, 3 Clearwater Rd., PO Box 550, New Paltz, NY 12561 party of the second part.

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

The party of the first part agrees to furnish to said party of the second part at (location): Ulster County Fairgrounds, 249 Libertyville Rd., New Paltz, NY 12561 in a location to be designated by said party of the second part and approved by said first party, an exhibition of fireworks, as per program hereunto attached and made a part hereof.

Date of Display: Thursday, July 2nd, 2015 (rain date July 5th, 2015) Description: All aerial fireworks display. Includes all fireworks, equipment, labor, transportation and insurance coverage.

The party of the first part agrees that in the event of inclement weather, a postponement may be made to a rain date agreed to by both parties.

The party of the second part agrees that if exhibition is postponed hereinbefore stated and agreed upon, said second party will pay to the party of the first part, all traveling and other expenses incurred by such, not exceed 15% of contract price.

The said party of the second part agrees to procure and furnish a suitable place to display said fireworks and to secure all Police, Fire, Local and State permits.

The said party of the second part agrees to furnish necessary Police, Fire and sponsors protection for proper crowd control, auto parking (auto damage to be the responsibility of sponsors) and proper supervision in clearing area of debris after display. Party of second part agrees to provide a secure viewing area for spectators, roped off to keep the crowd at a safe viewing distance. Party of second part assumes all responsibility for damage to tents which are not fire resistant.

It is agreed and understood by both parties hereto that in the event the fireworks have been set up and loaded, then such exhibition will be carried out in the best possible manner without any deductions whatsoever from the hereinafter named compensation.

It is also agreed and understood that if display is cancelled, the party of the second part will pay to the party of the first part twenty five percent (25%) of the contract price.

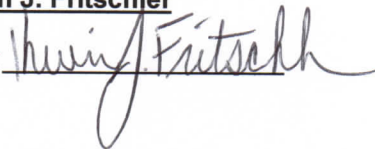
The party of the second part agrees to pay the party of the first part the sum of \$6000.00 (Six Thousand) as follows:

\$0.00 on the signing of this contract and the balance of \$6000.00 (Six Thousand) immediately after the performance, exhibition or delivery of fireworks. Past due accounts will be assessed 1.5% per month, plus costs and attorney fees incurred by American Fireworks Display, LLC., in collecting any past due account.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the first day above written.

American Fireworks Display, LLC

Representative: Kevin J. Fritschler

Authorized Signature: 

Print Name: _____

Signature: _____

Address: _____

City: _____ State: NY Zip: _____

Telephone: _____

Cell: 607-316-3011
Office: 607-647-9703

Kevin J. Fritschler-Owner
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