

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #82096355

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CONTACT

This contract and agreement entered into this _____ day of _____ 2014, by and between FIREWORKS EXTRAVAGANZA a New York Corporation located at 174 Route 17 North, Rochelle Park, NJ 07662.

AND

Susan Zimet representing **Town of New Paltz** whose address is **1 Veteran's Drive, PO Box 550, New Paltz, NY 12561** hereinafter referred to as the **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 **FIREWORKS EXTRAVAGANZA** intends to sell and/or display fireworks only to appropriately authorized individuals.
2. The **Sponsor** agrees to pay a display price of **SIX THOUSAND DOLLARS (\$6,000.00)** for the display agreed upon which will be exhibited by **FIREWORKS EXTRAVAGANZA** on **July 5, 2014** at a mutually agreed upon site.
3. Upon acceptance of this agreement, **Sponsor** agrees to pay a sum of 50% of the total cost of the display in the amount of **THREE THOUSAND DOLLARS (\$3,000.00)** with the balance of **THREE THOUSAND DOLLARS (\$3,000.00)** 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, 2010 distance requirements (70' per inch of shell diameter), as defined by Fireworks Extravaganza and Sponsor's local Fire Authority and to provide proper police/crowd security personnel to insure adequate patrol of this site as marked and secured by the Sponsor until **FIREWORKS EXTRAVAGANZA** advises that the security is no longer necessary. Sponsor also agrees to furnish proper parking supervision.
5. **FIREWORKS EXTRAVAGANZA** reserves the right to terminate the display being exhibited by **FIREWORKS EXTRAVAGANZA** 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 make application, and have available at the display, all police, fire or other local, county or state permits required for the display site.
7. In the event of inclement weather, the display will be rescheduled to **JULY 6, 2014**. 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** notified **FIREWORKS EXTRAVAGANZA** of postponement prior to display leaving warehouse the postponement fee will be Five percent (5%) of the total contract price but no less than TWO HUNDRED AND 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.
8. 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 **FIREWORKS EXTRAVAGANZA** to perform the display at the Sponsor's request. Once the display has been setup and the fireworks loaded, only **FIREWORKS EXTRAVAGANZA** 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 100% of the contract amount invoiced.
9. **FIREWORKS EXTRAVAGANZA** 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)**
10. **FIREWORKS EXTRAVAGANZA** reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required.
11. **FIREWORKS EXTRAVAGANZA** 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.

TOWN OF NEW PALTZ
Susan Zimet, Supervisor

FIREWORKS EXTRAVAGANZA
John Sagaria, President