



PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "agreement"), made and entered into this 22nd day of March, 2023 by and between SKYLIGHTERS of New York LLC. and Minnich Enterprises, Inc. (here in after referred to as "SELLER") and Town of Pendleton (Herein after referred to as "BUYER").

This is a one year agreement.

This is a three year agreement, starting on the below dates and time. Agreement binds BUYER to use SELLER as sole provider for pyrotechnic displays and services for three years, final compensation amount for years two and three of the agreement can be determined at original signing, or annually by January 31st of said year and will follow compensation specifications as outlined below. Three year agreement entitles BUYER to more product added to the display each year. (All product is based on current cost of that year and annual compensation amount.)

Any agreement paid in full by May 1st of the agreement year will entitle BUYER to % more Product added to that years display.

- 1. THE TIME AND PLACE: POSTPONEMENT/CANCELATION:** SELLER agrees to design, produce and execute a fireworks show, otherwise known as a pyrotechnic display at approximately 10pm on the day of July 4, 2023. BUYER is responsible for gaining access to the set-up location on the SELLER'S behalf. The display will be executed at the following:

Location & Address:

Weather permitting. An alternative inclement weather day is hereby designated to be N/A the same time and place set forth, herein above. It is agreed and understood by and between the parties hereto that SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display. In the event SELLER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, SELLER shall have exclusive right to postpone the starting time of the display and/or delay the display in its entirety; until conditions have improved and are appropriate for the safety of all involved, or until inclement weather date as set forth herein above.

- 2. INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER, BUYER and , to be insured and covered for \$5,000,000 Each Accident. \$5,000,000 General Aggregate, \$5,000,000 products-comp/ops Agg. In the event greater liability insurance limits are required, the additional cost is to be paid by BUYER.

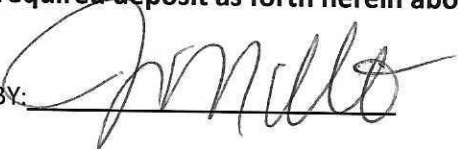
SKYLIGHTERS OF NEW YORK, LLC
MATT SHAW – OWNER / OPERATOR

P.O. BOX 1357
ORCHARD PARK, NY 14127

<http://www.skylightersfireworks.com/>
716-903-3291

3. **SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following:
- a. Adequate security personnel;
 - b. Barricades, Ropes with flags, etc. to barricade all covered (dangerous) areas to spectators;
 - c. Traffic patrolmen;
 - d. As necessary:
 - i. security guards for crowd control and clean up personnel to remove litter left by spectators or any other persons other than SELLER;
 - ii. Trash receptacles as necessary for spectators;
 - iii. "No Parking" signs and directional signs;
 - iv. Sufficient space (as determined by shell size) for the proper and safe display of said pyrotechnic display. Such space to be clear and free of all persons except those employed by SELLER; and clear of any and all equipment, vehicles, structures, or items of any other kind not authorized or put in place by SELLER.
4. **LICENSES OR PERMITS:** SELLER shall be responsible to obtain, for SELLER's benefit, any state, city or any other licenses or permits required to execute the pyrotechnic display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance, or any other items required by the licensing authorities for issuance of such licenses or permits.
5. **COMPENSATION:** Compensation shall be made to the SELLER hereunder as follows: 50% at the signing of this agreement, due no later than 90 days from the display date with the balance due before the service has been provided . The total amount of this contract is \$ 18,750.00
Our 3% cash/check discount will be removed for credit card payments.
(*if three year contract, Year 1 \$ _____, Year 2 \$ _____, Year 3 \$ _____). In the event of BUYER failure to pay all sums due within thirty days of display, SELLER shall be entitled to collect from BUYER its reasonable cost of collection, including interest and reasonable attorney's fees. If, for any reason other than as addressed herein above BUYER wishes to cancel this agreement, there will be a cancellation fee in the amount of fifty percent of the total contract price hereunder for the cancellation of a one year contract; and an additional fifteen percent fee of the total contract price for each year cancelled with a undetermined budget for the cancellation of a three year contract; to be paid to or retained by SELLER. Any applicable state or local taxes will be payable by the BUYER. Should the setup of the display require a multi-day setup it is up to the BUYER to provide security for the display site.
6. **PRICE ADJUSTMENTS:** Pricing may be adjusted up to the date the services is provided, based on actual increases or decreases in U.S. Tariffs, product and shipping costs. SKYLIGHTERS of New York LLC, shall use its best commercial efforts to limit any increases as much as possible. SKYLIGHTERS of New York, LLC, is using every commercial efforts and delaying shipments to avoid the 300% markup on Freight. Our deadline to ship is April 1st. If shipping price does not come down by, contracts/displays will be need to be adjusted.
7. **POINT OF CONTACT NAME & PHONE NUMBER:** _____

This CONTRACT is binding only after it has been signed by all parties hereto and returned to the SELLER with the required deposit as forth herein above.

BY: 

BY: _____

DATE: ~~03/22/2023~~

DATE: _____

SELLER
April 10, 2023

BUYER