

AMERICAN  **FIREWORKS**
Since 1902

January 11, 2021

Christmas Cruise Thru, Inc.

~~651 W. High Street~~

~~Lot 73~~

Hicksville, Ohio 43526

112 East High Street

Attn: Denise Sutter

Dear Ms. Sutter:

Thank you for selecting American Fireworks Company to produce your fireworks. We enclose our multi-year contract in the amount of Twenty Four Thousand Dollars (\$24,000.00) for displays to be held on December 12, 2021 – December 11, 2022 and December 10, 2023 at a cost of Eight Thousand Dollars (\$8,000.00) for each.

1. **CONTRACTS:**

Contracts must be returned thirty (30) days of the date contract was written.

Contracts are to be initialed at the bottom of the first page, signed and dated on bottom right of the second page. Shows are only placed on our schedule once we are in possession of the signed contract.

2. Once we receive your signed contract, we will have the president of our company sign and return an original executed copy to you by mail or email.
3. **DEPOSIT:** A deposit invoice will be mailed in June and payment is required on or before November 1, 2021. Please **do not** wait to return the signed contract until deposit is due.

We look forward to producing this fireworks display and providing our services to you for your event. If you should have any questions, please do not hesitate to call.

Yours truly,

Roberto Sorgi

AMERICAN FIREWORKS COMPANY

Enclosures

Michigan • Ohio • Virginia • West Virginia
Headquarters – 7041 Darrow Road • P.O. Box 1447 • Hudson, Ohio 44236

Phone 330-650-1776 • Fax 330-653-9030
www.americanfireworks.com

Display Date(s):

December 12, 2021 – December 11, 2022
December 10, 2023

CONTRACT

Show No.

S- 597

THIS CONTRACT, prepared on the 11 day of January, 2021, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

CHRISTMAS CRUISE THRU, INC., as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the shoot is being performed in or any municipality that requests additional insured status, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: DEFIANCE COUNTY FAIRGROUNDS, 530 SOUTH MAIN STREET, HICKSVILLE, OHIO

on the following date(s):

DECEMBER 12, 2021 – DECEMBER 11, 2022 – DECEMBER 10, 2023

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

TWENTY FOUR THOUSAND DOLLARS (\$24,000.00)
BROKE DOWN PER YEAR AS FOLLOWS
EACH YEAR AT EIGHT THOUSAND DOLLARS (\$8,000.00)

This contract must be executed within thirty (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within thirty (30) days of that date, this contract will be void and a new contract will need to be negotiated. CLIENT agrees to pay the deposit for each display of **FOUR THOUSAND DOLLARS (\$4,000.00)**, which is Fifty Percent (50%) of the total agreed price for each display, by check made payable to AMERICAN FIREWORKS COMPANY by **November 1st of each display year**. An invoice will be mailed out for the deposit at the beginning of each display year. CLIENT shall pay the balance of said display(s) upon receipt of invoice after each fireworks display(s), by check made payable to AMERICAN FIREWORKS COMPANY.

CLIENT agrees to provide security to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the conducting of the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s). The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display and list them on your final invoice.



INITIALS:

AS

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

The following guidelines will be in effect regarding weather: It is understood and agreed that if the display is postponed due to weather on either the display date or the rain date, there will be a twenty five percent (25%) surcharge for expenses. It is understood and agreed that the DISPLAY COMPANY's chief on site pyrotechnician, along with the local Authority Having Jurisdiction (AHJ), shall make the final determination if the conditions are conducive for a safe and proper fireworks display. If the display is cancelled all together due to weather, there will be a fifty percent (50%) surcharge and the CLIENT will forfeit their deposit. If the CLIENT cancels the display for any other reason, on the day of display, the full price of the display will be charged.

The following guidelines will be in effect regarding non weather related cancelations: It is understood and agreed that the fireworks display herein contracted for by the CLIENT is created particularly for and on account of said contract and specially produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. As a result, it is agreed to by the parties that the CLIENT may only terminate this contract by giving at least sixty (60) days written notice of cancellation prior to the display date(s). In the event that the CLIENT shall provide cancellation of the contract within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event and/or contract for fireworks display is less than sixty (60) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.

2021 COVID-19 PANDEMIC RELATED CANCELATIONS: It is understood and agreed that the CLIENT may provide written notice to cancel the display fourteen (14) days prior to said display, with no penalties, as long as they can provide verification from the State or Local Health Department that it has ordered the event to be terminated due to Covid-19 Restrictions. The deposit that was received on this contract will be held by DISPLAY COMPANY and will be 100% credited to a future date.

This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein.

I understand that if I do not pay the entire balance due in full, and my account is forwarded for further collection efforts, I will be responsible for any and all reasonable collection fees, legal fees, filing fees, service costs and disbursements incurred as a result of the collection efforts.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY
DISPLAY COMPANY

NANCY J. SORGI, President

CHRISTMAS CRUISE THRU, INC.
CLIENT

→ Denise Sutter
SIGNATURE OF REPRESENTATIVE/AGENT

→ Denise Sutter 1/12/2021
PRINTED NAME DATE