

## **2018 FIREWORKS PRODUCTION CONTRACT**

1. This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and the **CITY OF ARANSAS PASS**, designated herein as the "**PURCHASER**" for a fifteen-minute full-service fireworks production to be held on **July \_\_, 2018** at Aransas Pass, Texas.

2. **SELLER** will secure, prepare and deliver said fireworks as in 2016, or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.

3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be turned over to the Operator for safekeeping or disposal of said material.

4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide pyrotechnic approved barges, tugs, and staging location with security for set-up and tear-down of pyrotechnics. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available (audience side of pier) on location during the display.

5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all additional insured's to be named on the certificate. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)** to be paid as follows: **30% (\$6,000.00)** of the purchase price will be paid by **PURCHASER** at the time of signing this contract. The balance of the purchase price will be paid within fifteen (15) days after the date of the display. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.

7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, the **PURCHASER** agrees that **SELLER** will retain the thirty percent (**30%**) payment described in paragraph #6. as full payment for cancellation of the display. It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WESTERN ENTERPRISES, INC.**  
(**SELLER**)

**CITY OF ARANSAS PASS, TEXAS**  
(**PURCHASER**)

BY: \_\_\_\_\_  
Authorized Agent

BY: \_\_\_\_\_  
Authorized Agent