

MAD BOMBER FIREWORKS PRODUCTIONS

AGREEMENT

This contract entered into this 23rd day of April, 2013 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and:

CITY OF ROLLING MEADOWS

Herein after referred to as Buyer, of Rolling Meadows, State; Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$16,000.00, for said Displays. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 ½% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Displays on the evening of the **4th Day of July, 2013**, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer.

2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another display date within six months of the original display date.

3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 350' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.

4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.

5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.

6. Seller agrees to provide Liability Insurance in the amount of \$5,000,000.00 for the benefit of both the Buyer and Seller.

7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of product shortage or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to included Attachments, if any. See Attachments: **Rain Date to be July 5, 2013**

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions

By 

Date 4-23-13

BUYER

By _____

(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Date _____