



SKYSHOOTER DISPLAYS

BY ZY PYROTECHNICS, LLC.

2023 CONTRACT

This agreement is entered on the date of **September 26th, 2022** by and between SKYSHOOTER DISPLAYS BY ZY PYROTECHNICS LLC., Wapwallopen, PA, hereinafter called the party of the first part, and **Town of Bethany Beach (Town Manger Cliff Graviet) of Bethany Beach, DE** hereinafter known as the party of the second part.

Now, therefore the parties hereto, agree to do as follows:

To make a deposit payment of 50% of the contract price payable immediately upon execution of this contract, due by November 1, 2023; if for any reason such deposit is not made, party of the first reserves the right to cancel the display at any time up to and including the day of the event and in such event, party of the second waives any and all claims against party of the first.

The party of the first part is to furnish a fireworks display, to the second part on the date _____, **2023** in the city or town of **Bethany Beach, DE** in a location to be designated by the party of the second part, and approved by the party of the first part. Show time will be at _____pm.

The party of the first and the party of the second part agree, in the event of a postponement, of the celebration because of inclement weather, the fireworks display will be held on a rain date of _____, **2023** set by the party of the second part. In the event of inclement weather on the original date and the rain date, the party of the second part will set a date for the fireworks display within 30 days following the postponement, and notify the party of the first part of the date change, and this date must be approved by the party of the first part.

The party of the first part will provide necessary public liability and property damage insurance for the fireworks display in the amount of \$10,000,000 (TEN Million Dollars). Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

The party of the second agrees to pay a fuel and truck rental surcharge of **\$100 per show**, with the exception of the dates from **June 23 to July 10, which will be \$200** due to drastic increase

in prices. If the fuel prices are higher at the time of your display, the party of the first reserves the right to add another fuel surcharge at any point from when the contract is signed.

The party of the second part will secure any necessary local permit from the city or town for the fireworks display, and present a copy to the party of the first part, and **will have a fire company present.**

The party of the second part will rope off or have a fire company rope off at least 300 feet in all directions from the display shooting site to protect spectators and motor vehicles. **Failure to rope off specified area by the party of the second part shall release the party of the first part of any claims, unless** the shooting site is far enough away from the spectators and motor vehicles, and approved by the party of the first part. **Sponsor is responsible for all site cleanup, unless discussed prior.**

On the date of the scheduled display, if the weather is bad or threatening and the party of the second part decides to postpone the display to the rain date, the party of the second part will notify the party of the first part at **(570) 328-1361** no later than **10:00am.**

The party of the second part agrees to pay the party of the first part the display total of **\$30,000.00** The party of the second part agrees to pay the party of the first part the amount of **\$15,000.00 as a deposit paid upon signing the contract** with the balance in the amount of **\$15,000.00 to be paid** the day of the scheduled display **(unless other arrangements are made),** An invoice will be mailed within a few days of the payment received.

The party of the second also agrees to pay party of the first for extreme increased shipping costs that have accrued from overseas. Cost is \$30 per case that is used in the firework display.

It is understood that if we, the party of the first part, leaves our facility on the date of the scheduled display, and the party of the second part decides to postpone the display to the rain date or other date anytime after we have left our facility, the party of the second part agrees to pay the party of the first part the equivalent of **15% (fifteen percent, which will be in addition to the deposit)** of the total display. If the party of the second decides to postpone once we arrival on display site, the party of the second is responsible for **30% (thirty percent, which will be in addition to the deposit)** of the show cost. This to cover cost of labor, fuel, truck rental, insurance, etc. In the event the first shell has been loaded in inclement weather, the display will be scheduled to shoot rain or shine, due to safety for the crew members. Otherwise, there must be communication between party of the second and the crew if there is a chance for inclement weather before the first shell is loaded on arrival at display site.

It is further understood that any time during the set up, and / or actual firing of the display, **Sky shooter Displays by ZY Pyrotechnics LLC., reserves the right to STOP the set up and / or firing of the display for any reasons concerning spectators or Skyshooter Displays by ZY Pyrotechnics LLC. Employees' safety, firing site boundaries or lack of security at the display site, which are determined by Skyshooter Displays by ZY Pyrotechnics LLC. in advance.**

If the set up and / or firing of the display has to be **STOPPED** for any reason as listed above, the party of the second part agrees to pay the party of the first part **25% (twenty-five percent)** of the contracted display price, which will be in addition to the deposit, which was already paid in advance by the party of the second part, **unless the adverse conditions would be resolved by the party of the second part in an expedited manner.**

If for some reason Skyshooter Displays by ZY Pyrotechnics LLC, would not be able to do your display because of a vehicle breakdown, accident, or for medical emergencies, your payments would be fully refunded to you within five (5) days. **In witness whereof, the parties have hereunto set their signature on the day and year written above.**

If the display is cancelled due to inclement weather, the deposit will not be refunded and another date in the calendar year needs to be chosen by the party of the second, as long as the date is available. If the display is not shot at all in the contract year (due to the event being canceled or any other issues beside inclement weather) the deposit will not be refunded. This is to cover all cost associated with the display

Skyshooter Displays by ZY Pyrotechnics LLC.

ZY Pyrotechnics LLC

Zachary R. Yeager

Date

Customer

Customer Signature

Title

Date