



STARFIRE CORPORATION

566 THEATER RD, P.O. Box 179 ST BENEDICT, PA 15773 / OFFICE 800-806-4486 / FAX 814-344-9222

February 3, 2021

Cliff Graviet
Town of Bethany Beach
214 Garfield Parkway
Bethany Beach, DE 19930

Dear Mr. Graviet,

Please find below the contract and invoices for this year's fireworks performance.

Please execute two copies and have **both** signed, notarized, and returned to our office. We will countersign **one** copy and return to the address above.

Once we have fully executed contracts and down payment, we will place your event on our schedule unless alternate arrangements are made in advance.

We thank you for the opportunity and look forward to working together.

Regards,

Audrey Jean Terrizzi
President
Starfire Corporation



Please initial each page.

Initial here:


Sponsor


Starfire

3. POSTPONEMENT/RESCHEDULING: If the display of the fireworks is postponed/rescheduled by reason of inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of **Company**, same shall be re-scheduled to the Alternate Date set forth above. In the event a postponement/rescheduling is necessary due to inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of **Company** a postponement/rescheduling fee will be based on the table below.

Description	% of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on 07.05.2021	10%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on 07.05.2021	15%	Any 3 rd Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 rd Party Vendor Expenses



566 Theatre Rd. PO Box 179 St. Benedict, PA 15773 / 814-344-9200 / 800-806-4486

FIREWORKS DISPLAY AGREEMENT

Display Date: July 5, 2021

AGREEMENT made 02.03.2021 by and between **Starfire Corporation**, whose address is **566 Theatre Rd. St. Benedict, Pa** (hereinafter "**Company**"); **Town of Bethany Beach** whose address is **214 Garfield Parkway, Bethany Beach, DE 19930** (hereinafter "**SPONSOR**").

WHEREAS, Company designs, produces, and conducts fireworks displays; and

WHEREAS, SPONSOR wishes to engage **Company** for the design, production and performance of a fireworks display on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

- 1. FIREWORKS DISPLAY:** On, 07.05.2021 (hereinafter "the Display Date"), **Company** shall provide the fireworks and equipment for the display at the Fireworks Display location. (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).
ALTERNATE DATE: TBD

2. COST AND PAYMENTS:

FIREWORKS DISPLAY PRICE:	\$35,000.00
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The Fireworks Down Payment Price of **\$ 17,500.00** is due and payable upon execution and delivery of this contract.

- The Balance sum of **\$ 17,500.00** plus any third-party fees are due and payable 15 days prior to the event date.

Please Note: Additionally, **SPONSOR** is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to this exhibition.

- 3. POSTPONEMENT/RESCHEDULING:** If the display of the fireworks is postponed/rescheduled by reason of inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of **Company**, same shall be re-scheduled to the Alternate Date set forth above. In the event a postponement/rescheduling is necessary due to inclement weather or by determination by the governmental authority having jurisdiction, or for any other reason beyond the control of **Company** a postponement/rescheduling fee will be based on the table below.

Description	% of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on <u>07.05.2021</u>	10%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on <u>07.05.2021</u>	15%	Any 3 rd Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 rd Party Vendor Expenses

Any request made by **SPONSOR** for rescheduling/canceling shall be directed to HELP@starfirecorporation.com or by phone **800-806-4486**. It is understood and agreed that **Company** shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of **Company**.

- 4. SPONSOR'S AGENT:** **Cliff Graviet (302) 537-3771 ext 5** shall be designated as **SPONSOR'S** agent to whom all questions and inquiries shall be relayed. **Sponsor's** agent shall be the only agent of **SPONSOR** authorized to make decisions on behalf of **SPONSOR** or to request rescheduling of the fireworks display on the part of **SPONSOR**.

Please initial each page.

Initial here:  Sponsor  Starfire

5. SECURITY/SAFETY: Starfire shall designate a pyrotechnician to be its "pyrotechnician in charge" and SPONSOR shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by Starfire. SPONSOR shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician in charge. It is understood and agreed that Company will cease all fireworks discharge due to any security breach of the FSZ. Starfire shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the SPONSOR's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. SPONSOR acknowledges and agrees that Starfire's responsibilities are limited to the Fireworks Display and that Company is relying on SPONSOR to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of SPONSOR shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the pyrotechnician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The pyrotechnician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display or the setup schedule. The pyrotechnician in charge may at any time temporarily discontinue the discharge of fireworks for any reason.

6. INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE. Starfire indemnifies sponsor (SPONSOR) for the fireworks show with the respect to Starfire's operations. Sponsor (SPONSOR) will agree to indemnify Starfire with a respect to their operations.

7. CONTRACT SUBJECT TO GOVERNMENT REGULATION: This Agreement and Company's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by SPONSOR prior to the Fireworks Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks Display or in the event SPONSOR'S permit in any way limits or restricts the sale, performance or operation of said exhibition, Company shall limit or restrict its performance or the Fireworks Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of SPONSOR permit. SPONSOR acknowledges that any such limit or restriction placed on the performance or operation of the Fireworks Display shall in no way result in or entitle SPONSOR to a reduction or abatement in the full contract price.

8. GENERAL PROVISIONS:

- a) This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties. SPONSOR acknowledges and agrees that Company has not made any representations or warranties except those specifically set forth in this contract. Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be effected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- b) It is specifically understood to read that Starfire shall not be responsible in any way if any third-party service with which Starfire has contracted for service fails to perform and the display cannot proceed as planned.
- c) SPONSOR is responsible for any additional marine costs and fees, city permit/escort fees, County /State/PD/FD/FM fees, local town permit fees, etc.
- d) In the event SPONSOR cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. SPONSOR will have up to 30 days from the date of cancellation to request Starfire to reschedule the Fireworks Display. Any Rescheduled Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display.
- e) Company agrees to procure liability insurance, and to indemnify SPONSOR, to the extent thereof, for all claims arising out of Company's negligence. Any additional insurance that is required that incurs a cost, will be the SPONSOR'S responsibility.
- f) This Agreement, and the rights and obligations of the parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any or all of its rights and obligations under this Agreement or subcontract or delegate any or all of its obligations hereunder. SPONSOR may not assign any of its rights and obligations under this Agreement.

9. SPONSOR'S DEFAULT: In the event SPONSOR shall fail to pay any sum when due under the terms of this contract, SPONSOR shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. SPONSOR does further agree that it shall pay Company reasonable attorney fees and other costs in the event Company shall commence any proceeding (Arbitration or any other proceeding) or incur fees to compel SPONSOR to pay any sums due hereunder or otherwise as a result of SPONSOR'S default of any of the terms and provisions herein contained.

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Sponsor


Starfire

10. LIQUIDATED DAMAGES: It is agreed by and between the parties hereto that in the event of **SPONSOR'S** default hereunder **Company** shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that **Company** will have suffered damages due to Sponsor's default. The damages suffered by **Company** as a result of Sponsor's default will be substantial, but incapable of determination with precision. It is, therefore, agreed by the parties that the amount due **Company** is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by **Company**.

11. SUBSTITUTIONS: **Company** shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the program. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle **SPONSOR** to a reduction or abatement of the full contract price.

12. ARBITRATION: Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Cambria County, PA, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final, and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration. Any and all disputes, controversies, actions, claims, causes of action, or proceedings arising under, out of, or in connection with or relating to the terms of this contract, and any amendment thereof, commenced by, between or against any of the parties of this contract shall be deemed to have arisen from a transaction of business in New York, and shall be resolved by application of the substantive laws of the State of Pennsylvania.

13. BINDING EFFECT: This contract shall not be binding on **Company** until executed by **SPONSOR** and **Company** is in receipt of the down payment required hereunder.

14. EXHIBITION PLANNER CHECKLIST (EPC):

- a. **FIREWORKS DISPLAY PERMIT:** (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

STARFIRE'S RESPONSIBILITY: It is Sponsor's responsibility to call **SPONSOR'S** State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit. **Starfire** will prepare the paperwork for the permit application on **SPONSOR'S** behalf. Upon receipt of your permit, you must send the permit to our office for our records no later than 30 days prior to your display date. Failure to do so could seriously jeopardize your display. You must obtain information on:

1. Filing application deadline and fees.
2. Local and state requirements for fireworks license for transportation and/or display.
3. Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
4. Notify FAA on day of your display, according to the instructions in the FAA Letter of Approval, which will be forwarded to you prior to your display.

- b. **COAST GUARD PERMITS (where required):**

1. If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 135 days prior to the Display Date)
2. Coast Guard Application and Permit to Handle Hazardous Materials.
3. Coast Guard Marine Event Permit.

- c. **INSURANCE:** Please list below the additional insured, as they should appear on the insurance certificate:

1.	3.
2.	4.

Please initial each page.

Initial here:


Sponsor


Starfire



566 Theater Rd. P.O. Box 179
 St. Benedict, PA 15773
 Phone: 800-806-4486 Fax: 814-344-9222

DATE: 02.03.2021

TO:
 Town of Bethany Beach
 214 Garfield Parkway
 Bethany Beach, DE 19930

COMMENTS OR SPECIAL INSTRUCTIONS:

QUANTITY	BALANCE INVOICE DUE 15 DAYS PRIOR TO EVENT	UNIT PRICE	TOTAL
1	Fireworks Display Balance Payment	\$35000.00	\$17500.00
SUBTOTAL			\$17500.00
TOTAL DUE			\$17500.00

Make all checks payable to **STARFIRE CORPORATION**
 If you have any questions concerning this invoice, please contact Starfire Corporation 800-806-4486
 Thank you for your business!

Please initial each page.

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Sponsor

Starfire

SPONSOR		COMPANY	
Town of <u>Bethany Beach</u>	Date <u>3-1-2021</u>	Starfire Corporation	Date: <u>3-17-2021</u>
By: <u>[Signature]</u>		By: <u>[Signature]</u>	
Print Name <u>Cliff Gravier</u>		Print Name: <u>Audrey Jean Terrizi</u>	
Title of authorized representative of Sponsor <u>Town Manager</u>		Title: <u>President</u>	

State of Delaware
 County of Sussex

On the 1st day of March, in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Cliff Gravier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
 Signature and Office of individual
 taking acknowledgment

[seal]

MOLLY ANN DAISEY
NOTARY PUBLIC
STATE OF DELAWARE
 My Commission Expires on April 17, 2021

Please initial each page.

Initial here:

[Signature]
 Sponsor

[Signature]
 Starfire



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan Allied Specialty 140 Fountain Parkway, North Suite 570 St Petersburg FL 33716	CONTACT NAME: Mary Jo Picone PHONE (A/C, No, Ext): 440-333-6300 E-MAIL ADDRESS: mpicone@mcgowanallied.com	FAX (A/C, No): 440-333-3214
	INSURER(S) AFFORDING COVERAGE	
License#: 973 STARCOR-02	INSURER A : T.H.E. Insurance Company	12866
INSURED Starfire Corporation, Serpico Pyrotechnics, LLC 682 Cole Road Carrolltown PA 15722	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1577684561

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP010009511	1/22/2021	1/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N		CPP010009511	1/22/2021	1/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP001003011	1/22/2021	1/22/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability - Auto			ELP001296602	1/22/2021	1/22/2022	Each Occ./Each Agg Limit of Coverage 4,000,000
A	Hired Physical Damage			CPP010009511	1/22/2021	1/22/2022	Limit of Coverage 135,000 Com/Coll Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: 7/5/2021 Rain Date: TBD Display

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:
Town of Bethany Beach**CERTIFICATE HOLDER****CANCELLATION**
 Town of Bethany Beach
 214 Garfield Parkway
 Bethany Beach DE 19930

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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