

Facsimile

Note:

Here is the signed agreement from Dan Miller at Mad Bomber

To:**From:** Nicole Aranas

Phone:**Fax:** (630) 620-5708**Phone:** (630) 620-5700 * 3085**Fax:** 16306203085

Date: 08/30/2022

Pages: 2

Attn: NICOLE

MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 11th day of August, 2022 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and VILLAGE OF LOMBARD 255 E. WILSON STREET LOMBARD, IL. Herein after referred to as Buyer, of: VILLAGE OF LOMBARD, State Illinois 60148

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$42,000 for said Display. Upon acceptance of this agreement Buyer will not 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 1/4% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

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

1. Seller will present said Fireworks Display on the evening of the 4th day of September, 2022, 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 420' 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 \$10,000,000.00 for the benefit of both the Buyer and Seller. All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract.
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. See Attachments. Electronically Fired Display. Display price does not include local fire protection permit fees. RAIN DATE: _____ 2022.
9. This agreement repeals and replaces the Fireworks Production Agreement between the parties, dated March 17, 2022 ("Original Agreement"). Accordingly, all provisions of the Original Agreement are null and void.

Both Seller and Buyer herein 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

Sr. Vice President

Date

08/08/22

BUYER

By

(a duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date

7/21/22

FAX 630 620-3085