From: Nicole Aranas Fax: 16306203085 To: Fax: (630) 620-5708 Page: 1 of 2 08/30/2022 2:14 PM



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Here is the signed agreement from Dan Miller at Mad Bomber

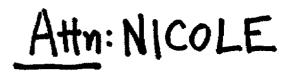
To: From: Nicole Aranas

Phone: (630) 620-5700 * 3085

Fax: (630) 620-5708 Fax: 16306203085

Date: 08/30/2022

Pages: 2



MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

Herein after referred to as Buyer, of: VILLAGE OF LOMBARD.

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. They will pay Soller 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 11/1% 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 mouths of the original Display Date agreeable to both the Soller and Buyes.
- 2. The Fee for cancellation for any reason of the Fireworks Display is 46% of the agreement price if Buyer chooses to not solect 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' feer 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 follows area. at first light following a night display.
- 4. Selfer 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.
- Soften agrees to provide Qualified Technicians to take charge of and present said Display.
- 6. Selfer agrees to provide Liability Insurance in the amount of \$10,000,000,00 for the bouefit of both the Buyer and Selfer All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract.
- 7. Mad Born per Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. of unavailability of any particular item on the proposal.
- 8. Sellar and Buyer agree to include Attachments, if any. See Attachments. Electronically Fired Display Figurey prior does not include local five protection permit fees. RAIN DATE: 2022.

9. This agreement repeals and replaces the Pirewerks Production Agreement between the parties, £ate£ March 17, 2022 ('Original Agreement'). Accordingly, all provisions of the Original Agreement are null and void.

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

MAD BOMBERINIEWORKS PRODUCTI

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FAX 630 620-3085