



Fireworks Display Agreement

This agreement, dated effective 3/29/2025 is made and entered into by and between City of Blair ("Sponsor") and Midwest fireworks Wholesalers LLC ("Contractor").

Midwest Fireworks Wholesalers LLC

14445 SW 29th St

Martell NE 68404

fireworks@mwfireworks.com

www.mwfireworks.com

Whereas, the purpose of this contract is to perform a fireworks display on-site at 2848 College Dr. Blair NE 68008, for a public display on 7/4/2025; and whereas, Contractor was selected due to proven expertise and safety expertise, and past performance.

Therefore, in consideration of the terms and conditions contained herein and incorporated and made a part hereof, Sponsor and Contractor mutually agree to the following:

1. Scope of Work.

Contractor shall conduct the following services for the Sponsor, and perform these services according to the specifications below. This body of services shall be referred to as "Display" herein and hereafter.

Contractor shall provide a complete fireworks Display, to be performed for the Sponsor on 7/4/2025. Services provided by the Contractor shall be comprehensive for this purpose, and includes:

- Licensed pyrotechnic operator by the State to be in charge of the crew;
 - Crew that is knowledgeable for the safe discharge of the Display;
 - Design of a program with fireworks
 - Transportation to the specified location;
 - All equipment
 - All pyrotechnic materials; and
 - All coordination including obtaining necessary permits and licenses
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- a. Contractor shall prepare Display to release at approximately 10:00 p.m. The location of the Display shall be 2848 College Dr. Blair NE.
 - b. Contractor may begin setup on 7/4/2025 as requires by Contractor and agreed by both parties. No live fireworks will be on-site prior to this date.
 - c. Display duration shall be approximately 17-19 minutes.
 - d. Contractor shall provide all equipment necessary to fire the Display, including but not limited to, electronics, racks, mortars, and sand.
 - e. Contractor shall possess a Nebraska State Display Operators License and ATF License.
 - f. Contractor shall be independently responsible for all necessary permits and
 - g. Contractor has responsibility to review the Display Site conditions in advance of the event and immediately notify the Sponsor of any area that causes concern, with sufficient advance notice so that the Sponsor may correct the deficiency.
 - h. Contractor shall have access to the Display Site at reasonable times before the Display in order to set up the Display. Contractor shall coordinate and schedule in advance with the Sponsor in order to obtain access to the Display Site.

2. Compensation.

- a. **Total Compensation:** Total compensation shall be \$20,000.00 USD (including tax if any),

- b. Payment shall be paid as follows ½ down upon receipt of contact, remainder before display. (Unless otherwise discussed)
- c. Contractor shall submit invoice to Sponsor prior to Display
- d. 10% of the total compensation shall be due if the Display is cancelled for any reason outside the control of the Contractor.
- e. \$200 restocking fee will be due if the Display is delayed for any period of time that requires the Contractor tear down and reset the Display.

3. Term of Contract

- a. The term of this contract provides that the Display shall be on the 7/4/2025, with a rain date of 7/12/2025.

4. Performance of Work

- a. Contractor shall perform Display and accomplish such tasks as identified and designated as the responsibilities of Contractor throughout this Contract. Contractor reserves the right of ownership and trade names used in or a product of the pyrotechnic Display to be performed. Any reproduction by sound, video, or other duplication or recording process without the written permission of the Contractor is not allowed.

5. Responsibilities of Sponsor

Sponsor shall provide the following at the Sponsor's expense;

- a. A suitable site to stage the fireworks display at the identified location, including a firing and fallout zone acceptable to the Contractor in which the fireworks and fireworks debris may be exhibited, rise, and fall safely. This site shall be referred to as "Display Site", herein and hereafter.
- b. Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent access to the public not properly authorized by the Contractor to enter the Display Site.

6. Performance Standard

All duties by the Contractor or designees shall be performed in a manner consistent with accepted practices for other similar work.

7. Representations

Contractor represents and warrants that it has the requisite training, skill, and experience necessary to provide the Work and is appropriately accredited and licensed by all applicable agencies and government entities.

8. Independent Contractor

It is the intention and understanding of the parties that Contractor shall be an independent contractor and that Sponsor shall be neither liable for nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. It is recognized that Contractor may/or will be

performing professional services during the term for other parties and the Sponsor is not the exclusive user of Work that Contractor will provide.

9. Indemnification

Subject to limitations herein, Contractor releases and shall defend, indemnify, and hold harmless Sponsor from and against all claims, cost liabilities, damages and expenses, (including, but not limited to, reasonable attorney's fee) arising directly out of or in connection with:

- a. Any fault, negligence, strict liability or product liability of Contractor in connection with Work of this contract.
- b. Any lien asserted upon any property of Sponsor in connection with Work or this contract.
- c. Any failure of Contractor, or Work to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, or any government authority; or
- d. Any breach of or default under this Contract by Contractor.

As permitted by applicable law, this shall apply. However, this shall not require Contractor to indemnify Sponsor against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of Sponsor.

10. Insurance

Contractor must provide insurance as follows. Should Proof of Insurance include restrictions other than those listed below, those shall in no manner limit the Contractor's responsibility or liability for such insurance coverage as listed in this section.

Worker's Compensation and Employer's Liability Coverage: coverage or insurance in accordance with the applicable laws related to worker's compensation, and employer's liability insurance with limits no less than \$1,000,000 including \$1,000,000 bodily injury, policy limit (including but not limited to, the Washington Industrial insurance Act and the laws of the State in which any person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under law.

Contractor's Liability & Property Damage Insurance: Contractor shall procure and maintain during the life of this Contract and during performance of Display, Commercial General Liability and Property Damage Insurance, and Automobile Liability Insurance, to protect Sponsor all named event Sponsors, and Contractor from and against all claims, damages, losses, and expenses arising out of or resulting from the Display detailed herein.

11. Guarantee

The Contractor hereby guarantees that all of the work, materials, or equipment furnished this Contract will fully meet all requirements for quality of workmanship, materials, strength, and any and all other requirements of the specification.

IN WITNESS WHEREOF, the Sponsor accepts this agreement:

Sponsor; _____

Printed Name; _____

Date; _____

Midwest Fireworks Wholesalers LLC

Martha Zimmerman

Member LLC