

2024 FIREWORKS PRODUCTION CONTRACT

1. This Contract is entered into this 22 day of March, 20 24, by and between WESTERN ENTERPRISES, INC., designated herein as the "SELLER", and CITY OF BROKEN ARROW, OKLAHOMA designated herein as the "PURCHASER" for a 15-MINUTE fireworks production to be held on JUNE 29, 2024.

2. SELLER will secure, prepare and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value. SELLER will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.

3. SELLER agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be turned over to the Operator for safekeeping or disposal of said material.

4. SELLER, PURCHASER and AHJ (Authority Having Jurisdiction, permitting authority) will conduct a "Pre-show" site inspection of the proposed venue to determine firing location of the fireworks. Minimum safety distances will be established by the SELLER from this site inspection of the proposed firing location. PURCHASER will provide adequate Security (Monitors) to maintain the safety distances. SELLER will secure the necessary Fireworks Display Permit for the fireworks display. If the AHJ requires supplemental Fire Personnel and/or Fire Equipment for this display, PURCHASER agrees and understands that any additional costs for these will be included in the total cost of the contract.

5. A Certificate of Insurance covering the fireworks display will be provided by the SELLER upon signing of the contract, for coverage in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) broad form, bodily injury and property damage liability, and Comprehensive Automobile Liability, Combined Single Limit. PURCHASER agrees to provide a complete list of all additional insureds to be named on the certificate. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract. All technicians for SELLER are covered by Statutory limits for Workers Compensation Coverage.

6. It is agreed and understood that the PURCHASER will pay to the SELLER the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to be paid as follows: 40% (\$6,000.00) of the purchase price will be paid by PURCHASER at the time of signing this contract. The balance of the purchase price will be paid within 15 days after the date of the event. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.

7. In the event of inclement weather or other adverse conditions occur, so as to cause postponement of the display it is agreed and understood that PURCHASER will notify SELLER regarding the postponement date, typically the following night/day, or some other night within the calendar year. If a postponement date is not set within the calendar year, and PURCHASER cancels the display, PURCHASER agrees that SELLER will retain the Forty percent (40%) payment described in paragraph #6 as full payment for cancellation of the display. It is understood and agreed that SELLER shall be solely responsible for failure of the performance of the fireworks display for any reason under SELLERS control.

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this 22 day of March, 20 24.

WESTERN ENTERPRISES, INC.
SELLER

BY: _____

authorized agent

CITY OF BROKEN ARROW, OKLAHOMA
PURCHASER

BY: Kenneth Schwab

authorized agent

ATTEST:

Lisa Blackford
CITY CLERK

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney