



January 23, 2025

City of Hudson
1140 Terex Road
Hudson, OH 44236

Attn: Jena Stasik

Dear Ms. Stasik:

Thank you for selecting American Fireworks Company to produce your fireworks. At your request, we enclose our contract in the amount of Eighty Thousand Two Hundred Fifty Dollars (\$80,250.00) for displays to be held on July 5, 2025, July 3, 2026 and July 2, 2027

1. **CONTRACTS:**
Contracts must be returned thirty (30) days of the date contract was written.
Contracts are to be initialed at the bottom of the first page, signed and dated on bottom right of the second page. **Shows are only placed on our schedule once we are in possession of the signed contract. If you cannot return the signed contract within the thirty (30) day requirement, please contact our office for an extension.**
2. Once we receive your signed contract, we will have the president of our company sign and return an original executed copy to you by mail or email.
3. **DEPOSIT:** A deposit invoice is enclosed (this will also be sent via Intuit/Quickbooks for easy payment methods) and payment is required on or before March 1, 2025. Please **do not** wait to return the signed contract until deposit is due.

We look forward to producing this firework display and providing our services to you for your event. If you should have any questions, please do not hesitate to call.

Yours truly,

Roberto Sorgi

AMERICAN FIREWORKS COMPANY
Enclosures

Michigan • Ohio • Virginia • West Virginia
Headquarters - 7041 Darrow Road • P.O. Box 144 7 • Hudson, Ohio 44236

Phone 330-650-1776 • Fax 330-653-9030
www.americanfireworks.com

Display Date(s):

July 5, 2025 – July 3, 2026 – July 2, 2027

CONTRACT

Show No.

S-75

THIS CONTRACT, prepared on the 23 day of January, 2025, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

CITY OF HUDSON, OHIO, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the display is being performed in or any municipality that requests additional insured status. All entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: BARLOW FARM PARK, BARLOW ROAD, HUDSON, OHIO

on the following date(s):

DISPLAY DATES: JULY 5, 2025 – JULY 3, 2026 – JULY 2, 2027

POSTPONEMENT DATE: JULY 6, 2025 – JULY 5, 2026 – JULY 3, 2027

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

TWENTY SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$26,750.00) PER DISPLAY YEAR

This contract must be executed within THIRTY (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within THIRTY (30) days of that date, this contract will be void and a new contract will need to be negotiated.

CLIENT agrees to pay the deposit of THIRTEEN THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$13,375.00), by March 1, 2025 for the first display year. A FIFTY (50%) PERCENT DEPOSIT WILL BE DUE ON OR BY MARCH 1ST OF EACH ADDITIONAL CONTRACT YEAR. CLIENT shall pay the balance of said display(s) no later than TEN (10) business days after the display. Payments can be made by electronic payment or by check made payable to AMERICAN FIREWORKS COMPANY and mailed to P.O. Box 1447, Hudson, Ohio 44236.

The CLIENT shall be responsible for providing all security necessary to prevent spectators or other unauthorized persons in any area designated in writing by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s).

The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators and guests (whether invited or not). Additionally, DISPLAY COMPANY shall not be liable for any claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a direct and proximate result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display, advance the fees and list them on your final invoice.

INITIALS: _____

The CLIENT acknowledges that the fireworks display herein contracted by and for the CLIENT is created specifically for said CLIENT and produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. Therefore, it is understood and agreed that:

1. Only the DISPLAY COMPANY's lead on-site pyrotechnician and the local Authority Having Jurisdiction (AHJ) shall make the final determination on the day of display if the conditions are conducive for a safe and proper fireworks display. Said decision cannot and will not be made sooner than 3:00 PM on the date of the applicable display, but the City may and hereby reserves the right to postpone the display up to within a half hour of the display time, but only if the local Authority determines it is necessary to do so.
 - A. If the display is postponed to the next calendar day from the contracted date, there will be a TEN PERCENT (10%) remobilization fee. The CLIENT shall be responsible for overnight security of equipment and/or product until the DISPLAY COMPANY's crew arrives back on site.
 - B. If the display is postponed for any other date, beyond the next calendar day from the contracted date, but still within the contracted year, there will be a TWENTY FIVE PERCENT (25%) remobilization fee.
 - C. In the event that both display and postponement date are cancelled, DISPLAY COMPANY will move forward FIFTY PERCENT (50%) of the deposit amount to any other display within contracted calendar year. If there is no other display in the calendar year the deposit in its entirety will be forfeited.
2. The CLIENT may only terminate this contract if the event has been officially canceled and they provide at least ONE HUNDRED TWENTY (120) days written notice of cancellation prior to the contracted display date. In the event that the CLIENT provides DISPLAY COMPANY with written notice of cancellation of the event within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event is less than ONE HUNDRED TWENTY DAYS (120) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.
3. In the event of a pandemic, the CLIENT may provide written notice to cancel the display FOURTEEN (14) days prior to contracted display, with no penalties, upon written verification from the State or Local Health Department that it has ordered the event to be terminated due to a pandemic restriction. The deposit that was received on this contract will be held by DISPLAY COMPANY and will be 100% credited to a future date.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations. DISPLAY COMPANY is an independent contractor and not subject to the direction or control of the CLIENT. The DISPLAY COMPANY and shall retain sole and absolute discretion in the manner and means for the carrying out of its activities and responsibilities as contemplated in this Agreement and shall have full discretion in its work.

This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY
DISPLAY COMPANY

CITY OF HUDSON, OHIO
CLIENT

ROBERTO SORGI, President

SIGNATURE OF REPRESENTATIVE/AGENT

PRINTED NAME

DATE

Approved as to form:

Marshal Pitchford, City Solicitor

**Bill To**

CITY OF HUDSON
1140 TEREX ROAD
HUDSON, OHIO 44236

Invoice

FIREWORKS CELEBRATION

SUMMIT, OH

| | |
|--------------------|------------|
| Show No. | S-75 |
| Invoice No. | 19961 |
| Purchase Order No. | N/A |
| Invoice Date | 1/23/2025 |
| Display Date | 07/05/2025 |
| Due Date | 03/01/2025 |

| Description | Rate | Amount |
|---|-----------|-------------|
| FIREWORKS DISPLAY | 26,750.00 | 26,750.00 |
| FIFTY PERCENT (50%) DEPOSIT IS DUE BY MARCH 1, 2025 | | |
| Total | | \$26,750.00 |
| Payments/Credits | | \$0.00 |
| Balance Due | | \$26,750.00 |

"Thank you for your business"

Michigan · Ohio · Virginia · West Virginia

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