



## Contract Service Agreement

This contract is between ACE Pyro, LLC (herein referred to as "ACE"), a Michigan based company with its principal place of Business at 13001 E. Austin Rd, Manchester, Michigan 48158 AND

Name of Sponsoring Organization: Homer Township Road District

Sponsor Contact Name: Commissioner: Mike De Vivo

Mailing Address of Sponsor: 14400 W 151st Street, Homer Glen, IL 60491

Email Address of Sponsor: Mike@homerhighway.com Sponsor Phone: 708-514-7675

Name of Sponsoring Organization: The Village of Homer Glen

Sponsor Contact Name: Mayor: George Yukich

Mailing Address of Sponsor: 14933 Founders Crossing, Homer Glen, IL 60491

Email Address of Sponsor: Gyukich@homerglen.org Sponsor Phone: 708-301-0632

Name of Sponsoring Organization: Homer Township

Sponsor Contact Name: Supervisor: Pam Meyers

Mailing Address of Sponsor: 14350 W 151st Street, Homer Glen, IL 60491

Email Address of Sponsor: Supervisor@homertownship.com Sponsor Phone: 708-301-0522

The three sponsoring organizations will herein be referred to as "Sponsors".

Billing Contact Name: John Sawyer

Billing Address: 14933 Founders Crossing

Billing Email Address: Jsawyer@homerglen.org Billing Phone: 708-301-0632

ACE will supply the professional fireworks display(s) listed below including all necessary fireworks materials, equipment and personnel in accordance with the specifications agreed to by the parties.

### 1. Display(s):

Display Date	Rain Date	Total Budget	Deposit Amount	Deposit Due Date
<u>June 23, 2016</u>	<u>June 24, 2016</u>	<u>\$30,000</u>	<u>\$5,000</u>	<u>Feb. 24, 2016</u>

### 2. Contract Period:

This contract is for the 2016 fireworks display.

### 3. Budget:

If a budget larger than that listed under section 1 is available; additional fireworks will be added to increase the size and dramatic impact of the display.

### 4. Payment(s): \$ 5000.<sup>00</sup>

Deposits of 50% are due 120 days prior to each display date. If the contract is entered into less than 120 days prior to the display, a deposit of 50% is due upon entering into this contract. Full payment is due 5 days prior to each display date. The display shall not be fired until payment in full is made, or other arrangements confirmed.

### 5. Licenses & Insurance:

ACE shall carry and maintain applicable licenses, permits and insurance policies including general liability, auto and workers' compensation as required by law to conduct professional fireworks displays. ACE shall supply a certificate of general liability insurance in the amount of \$5,000,000 naming the Sponsors as additional insured.

### 6. Inclement Weather:

ACE will make every attempt to execute all fireworks displays as scheduled. ACE reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsors shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget. The alternate date must fall within 90 days of the original display date or the display is subject to permanent cancellation.

### 7. Cancellation:

The following fees schedule will apply should the Sponsors elect to cancel a display included in this contract. Cancellation 120 or more days prior to display date shall result in a cancellation fee of 10%. Cancellation within 120 days of the display date shall result in a cancellation fee of 25%. Cancellation within 5 days of the display date shall result in a cancellation fee of 50%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 50%.

### 8. Safety & Workflow:

NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. ACE personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display ACE will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsors shall conduct a final inspection of the display fallout area the morning following the display.

### 9. Security:

The Sponsors and ACE will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by a member of the fireworks setup crew. During the display, the Sponsors agree to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until ACE advises that security is no longer necessary. ACE reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.



### **3. Budget:**

If a budget larger than that listed under section 1 is available; additional fireworks will be added to increase the size and dramatic impact of the display.

### **4. Payment(s):**

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### **10. Marketing:**

ACE may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. For private displays, ACE will seek approval from Sponsors before making such invitations. In return for marketing privileges ACE may donate products and services to enhance the display.

### **11. Force Majeure:**

ACE will take all reasonable steps to complete its obligations under this contract. However, ACE shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

### **12. Hold Harmless:**

ACE agrees to indemnify and hold harmless the Sponsors, their agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which are the subject of this contract. The Sponsors agree to give the ACE prompt notice of any claims or demands and to cooperate with the ACE or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

The Sponsors agree to indemnify, and hold ACE harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this contract except for liability which is due solely to negligence on the part ACE.

### **13. Terms & Conditions:**

This agreement shall be governed by and construed in accordance with the laws of the state of Michigan. This agreement is non-binding irrespective of endorsement until a deposit (as per section 4) has been satisfied and notice presented by ACE.



### Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

Mike De Vivo  
Name

Road District Commissioner  
Title

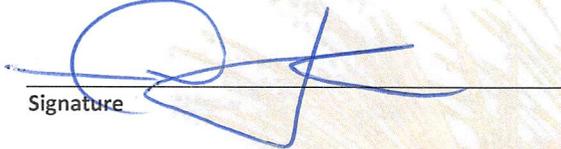
708-514-7675  
Work Phone

630-863-5891  
Cell Phone

Mike@homerhighway.com  
Email Address



Contract accepted on behalf of **Sponsors:**

  
Signature

Mike De Vivo  
Please Print Name

Road District Commissioner  
Please Print Title

2/10/16  
Date

  
Signature

George Yukich  
Please Print Name

Mayor: Homer Glen  
Please Print Title

2/16/16  
Date

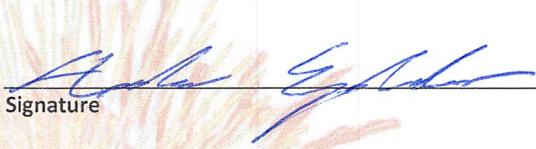
  
Signature

Pam Meyers  
Please Print Name

Supervisor: Homer Township  
Please Print Title

2/18/16  
Date

Contract accepted on behalf of **ACE:**

  
Signature

Andrew Espenshade  
Please Print Name

Display Sales & Production Manager  
Please Print Title

2/29/2016  
Date