

AGENDA ITEM SUMMARY

Meeting Date:	JUNE 5, 2019
Agenda Category:	NEW BUSINESS
Agenda Item Number:	11 E
Subject:	CONTRACT FOR JULY 4 FIREWORKS, IMPERIAL PYRO AND SPECIAL EFFECTS (CITY MANAGER)

Attachments:	Contract
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Staff Contact:	City Manager Fettrow
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Background:	The City has and continues to cosponsor the July 4 fireworks' display in Cocoa Village. If Council approves, this contract would be for a term of three years in the amount of \$5,000.00 per year.
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Reference:	
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Suggested Action:	As deemed appropriate
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6642 Crescent Loop, Winter Haven, Florida 33884
Phone: 321-945-9446 | imperialpyro.com

Fireworks Display Contract

This contract entered this 14th day of May 2019, by and between **City of Rockledge, FL** (herein, the Client/Sponsor) and Imperial Pyro and Special Effects (herein the display) under the following terms:

1. The cost of the display(s), including known applicable fees, as more specifically described in section four (4), shall be **\$15,000.00** including estimated government fees. At the time of signing of this Contract, the Client shall pay a deposit, which is non-refundable except as permitted by section three (3), in the amount of **\$2,500.00**, fifty percent (50%) of the total cost of the first-year display including known applicable fees. The remaining balance of the first-year display must be paid seven (7) calendar days prior to the pyrotechnic display to be performed by Imperial Pyro and Special Effects on the date listed in section two (2). Client agrees to pay interest at the rate of 1.5% per month on any delinquent balance until paid in full.

For **July 2020**, the Client shall pay a deposit, which is non-refundable except as permitted by section three (3), in the amount of **\$2,500.00**, fifty percent (50%) of the total cost of the second-year display including known applicable fees on or before **May 1, 2020**. The remaining balance of the second-year display must be paid seven (7) calendar days prior to the pyrotechnic display to be performed by Imperial Pyro and Special Effects on the date listed in section two (2). Client agrees to pay interest at the rate of 1.5% per month on any delinquent balance until paid in full.

For **July 2021**, the Client shall pay a deposit, which is non-refundable except as permitted by section three (3), in the amount of **\$2,500.00**, fifty percent (50%) of the total cost of the third-year display including known applicable fees on or before **May 1, 2021**. The remaining balance of the third-year display must be paid seven (7) calendar days prior to the pyrotechnic display to be performed by Imperial Pyro and Special Effects on the date listed in section two (2). Client agrees to pay interest at the rate of 1.5% per month on any delinquent balance until paid in full.

2. The date(s) of the display(s) shall be **Thursday, July 4th, 2019, Saturday, July 4th, 2020, and Sunday July 4th, 2021**. If the Client cancels the display four (4) or more days prior to the date(s) listed in this section, the Client will automatically forfeit the deposit listed in section one (1). If the Client cancels the display three (3) or less days prior to the date(s) listed in this section, the Client will automatically forfeit the entire cost of the display listed in section one (1).

3. The decision as to whether to proceed with the display based upon inclement weather, or the imminent threat of inclement weather, shall be made by a representative of Imperial Pyro and Special Effects. By law, Imperial Pyro and Special Effects shall have the complete authority to cancel the display if, in the reasonable opinion of Imperial Pyro and Special Effects, the health, safety, or well being of the pyrotechnicians and/or spectators would be jeopardized by proceeding with the display. In the event the display is cancelled due to inclement weather, and the client reschedules for an alternate date within two (2) months, at the availability of Imperial Pyro and Special Effects, the Client will pay Imperial Pyro and Special Effects an additional twenty percent (20%) of the cost of the display plus applicable government fees. If the display is not rescheduled, the Client will forfeit fifty percent (50%) of the cost of the display plus applicable government fees.

Initials: _____

4. The Client is responsible for all fees and costs associated with obtaining all police, fire, and local and state permits. The Client is responsible for all fees and costs associated with obtaining all necessary police, fire, and other appropriate protection necessary for proper crowd control, fire safety, security, and automobile parking. The Client shall allow sufficient time for Imperial Pyro and Special Effects to access and safely set up the display on site, while preventing access to persons not specifically approved by Imperial Pyro and Special Effects. The Client is responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the equipment and fireworks from Imperial Pyro and Special Effects.

5. Imperial Pyro and Special Effects will conduct a pyrotechnic display in accordance with NFPA 1123 and NFPA 1126. Imperial Pyro and Special Effects shall provide qualified pyrotechnicians who will deliver, set-up, execute, and take down the pyrotechnic display. The pyrotechnicians shall conduct an after-display search of the grounds to locate and dispose of any unexploded fireworks. The extent of such search shall be reasonably dictated by such elements as prevailing weather conditions, time of completion of display, etc. In the event an after-display search is not conducted, Imperial Pyro and Special Effects will conduct a search within twenty-four (24) hours of the completion of the display. If any unexploded or defective fireworks are found, which were missed during the inspection of the proceeding evening or twenty-four (24) hours thereafter, the Client shall immediately call Imperial Pyro and Special Effects and Imperial Pyro and Special Effects shall send pyrotechnicians to the location to dispose of said materials. Client understands that fireworks may produce a reasonable amount of debris during normal use. Imperial Pyro and Special Effects shall clear and dispose of all debris over twelve inches (12") in size. The clearing of all other debris is the responsibility of the Client.

6. The Client explicitly acknowledges that safety of all persons and property in attendance is of the utmost importance. The Client agrees to cooperate with all requests of Imperial Pyro and Special Effects regarding safety and security for the duration of the date of the display, as described in section two (2) of this contract. The Client understands that any pyrotechnics or fireworks not supplied by Imperial Pyro and Special Effects, including sparklers, may not be distributed, ignited, or possessed at the location of the display, in the spectator area, or any other area at the event. In the event any provisions of this contact are violated, Imperial Pyro and Special Effects reserves the right to withdraw all equipment, fireworks, employees, personnel, and other property belonging to Imperial Pyro and Special Effects, and no refund will be given.

7. Imperial Pyro and Special Effects shall perform all services required hereunder, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond Imperial Pyro and Special Effects' control.

8. This Contract shall be governed by the laws of the State of Virginia. If any provision of this agreement is deemed unenforceable, the remaining provisions hereof shall remain in full force and effect. The Client shall pay Imperial Pyro and Special Effects all costs and expenses, including reasonable attorney's fees, incurred by Imperial Pyro and Special Effects in enforcing the terms of this Contract.

9. The Client agrees to hold harmless and indemnify Imperial Pyro and Special Effects for all costs and liabilities, which may be incurred because of the failure of the Client to comply with its obligations and responsibilities as set forth herein, or the actions of individuals other than the pyrotechnicians or employees of Imperial Pyro and Special Effects. The Client shall not, under any circumstances, be

Initials: _____

entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Imperial Pyro and Special Effects, including, without limitation, loss of income, business or profits.

10. Imperial Pyro and Special Effects shall provide general liability insurance in the amount of \$2,000,000. Client, display location property owner, and permitting jurisdiction will be named as Additional Insured on the Certificate of Insurance for the display.

11. Imperial Pyro and Special Effects will produce a pyrotechnic display as called for in this contract, being more specifically described in "Addendum A." This contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral or executed in writing by the parties to be bound thereby. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract; all modifications to these terms shall be made in writing and become part of the agreement in its entirety.

12. The Client understands that fireworks and pyrotechnics are explosives, inherently dangerous, and all associated risks of property and personal injury. The pyrotechnicians of Imperial Pyro and Special Effects are licensed professionals, and the display conducted by these professionals should never be attempted or duplicated by any non-licensed professional, anywhere, at any time.

13. In the events music is played during the display, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all fees and costs associated with music performance licenses. Client understands that Imperial Pyro and Special Effects reserves the right to capture and record digital video or still photographs of their services at any time and place.

14. The party signing this document as the Client warrants and represents that he or she is authorized to enter into this agreement on behalf of the Client.

I have read and understand the above terms and conditions of this contract.

IMPERIAL PYRO AND SPECIAL EFFECTS

CLIENT:

Signature: _____

Signature: _____

Print Name: **Jack Lambert**

Print Name: _____

Title: **Owner**

Title: _____

Date Signed: _____, _____, 2019

Date Signed: _____, _____, 2019

Phone: 321-945-9446

Phone: _____

Address: _____

Email: jack@imperialpyro.com

Email: _____

Initials: _____

Addendum A

Specification of Services:

Estimated Length of Display: 20 Minutes

Date of Event: Thursday July 4, 2019

Approximate Time of Display:

Type of Display: Aerial

Display Location:

Display Description: 20 minute Aerial Fireworks show using a variety of effects, colors, with finale.

Imperial Pyro and Special Effects reserves the right to substitute display shells, both in size and type, for those of an equal or higher value based upon product availability, display site safety requirements, and overall show design.

Display Cost: \$5,000.00

Estimated Fire Department Fees: \$0

Total Cost: \$5,000.00

Customer On-Site Contact Information:

Name: _____

Cell Phone: _____

Email Address: _____

Name: _____

Cell Phone: _____

Email Address: _____

Who Cues Start of Show? _____

Initials: _____



INVOICE

INV-000025

Balance Due
\$5,000.00

Imperial Pyro and Special Effects
24509 Lake Dr
Petersburg Virginia 23803
U.S.A

Invoice Date : 14 May 2019

Terms : Due on Receipt

Due Date : 14 May 2019

Bill To
City of Rockledge, FL

#	Item & Description	Qty	Rate	Amount
1	20 Minute Fireworks Show Shell Counts and Sizes as outlined in the proposal	1.00	5,000.00	5,000.00

Sub Total 5,000.00

Total **\$5,000.00**

Balance Due **\$5,000.00**

Notes

We Create Memories That BLAST!

Payment Options 

Terms & Conditions

\$2,500.00 Due on Receipt.

Remaining Balance Due on or before June 26, 2019.

If sending a check please remit payment to our Virginia Office at:
24509 Lake Dr
Petersburg, VA 23803