

Fireworks Productions of Arizona
17034 S. 54th St.
Chandler, AZ 85226
Office 480-948-0090 ~ Fax 480-423-5430

FIREWORKS SHIP SHOW CONTRACT

This fireworks contract is between FPA, Ltd., an Arizona Corporation DBA Fireworks Productions of Arizona (FPA), and City of Bisbee.

FPA is in the business of selling fireworks, and City of Bisbee wants FPA to provide a fireworks show for City of Bisbee's benefit. The parties therefore agree as follows:

1. **Fireworks.** FPA will provide fireworks for a display on **July 4, 2023**. The display will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** City of Bisbee will pay FPA the sum of **\$2,900.00** as consideration for the fireworks display. The Bisbee Firefighters Local 2146 will pay FPA the sum of **\$5,000.00** as consideration for the fireworks display. The combined total of **\$7,900.00** (the 'Contract Price') Payment will be made as follows:
 - a. **The City of Bisbee shall provide a signed contract on or before the delivery of the fireworks.**
 - b. **The City of Bisbee shall provide payment in full (\$2,900.00) at the time of delivery of the fireworks.**
 - c. **The Bisbee Firefighters Local 2146 shall provide payment in full (\$5,000.00) at the time of delivery of the fireworks.**

City of Bisbee agrees to pay interest at the rate of 2% per month on any delinquent balance until the debt is paid in full. In the event that City of Bisbee fails to perform its obligations and responsibilities pursuant to this contract and it becomes necessary for FPA to enforce its rights by hiring an attorney, City of Bisbee will be responsible for, in addition to any other sums for which it is found responsible, all attorney fees and costs incurred by FPA in collecting said sums.

3. **Permits.** City of Bisbee will apply for and secure, at its cost, all permits, licenses, and approvals required by all applicable local, state, or federal laws and regulations as well as any imposed or required by local police or fire departments.
4. **Insurance.** City of Bisbee will secure at City of Bisbee's cost, general liability insurance and workers compensation coverage needed to display fireworks on the display date.
5. **Display Site.** City of Bisbee will procure and furnish a place suitable for the fireworks display. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site. 'Display Site' means the discharge site, the fallout site, and the required separation distance from mortars to the spectator viewing areas in compliance with the most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display.
6. **Cancellation.** The parties acknowledge that, if City of Bisbee cancels this contract, FPA will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. In the event that City of Bisbee does cancel this contract, therefore, FPA will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:
 - a. If cancellation occurs no more than 30 days before the Original Date, an amount equal to 10% of the Contract Price;

7. **Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.
8. **Force Majeure.** In the event of natural disasters or "acts of God;" pandemic/epidemic; manmade disasters; war and civil issues; labor disputes or strikes; government embargoes or other government actions affecting the supply chain; and/or transportation issues such as overseas shipping, domestic shipping (trucking, rail) and/or port delays, or other causes beyond the reasonable control of either party that prevent performance of either or both parties' obligations under this contract (other than inclement weather or safety concerns as described in paragraph eight) each party hereby releases the other from any and all obligations hereunder, except for liabilities, recognized as "Actual Expenses" (including but not limited to permit fees, vehicle rental and/or loading and packing labor) that may have already accrued to such time. FPA submits this contract based on planned costs and display size. The size and/or the cost of the display may be re-proposed based on product availability or cost adjustments. FPA submits this contract in good faith, planning to provide communication on any changes in a timely manner.
9. **Indemnifications and Liability.** City of Bisbee will hold harmless and indemnify FPA from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of City of Bisbee to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. City of Bisbee shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, or punitive damages from FPA, including, without limitation, loss of income or profits.
10. **Whole Agreement.** This written contract, including Exhibit A, is the entire agreement between the parties. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written contract will be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by both parties.

FPA, Ltd.



(Authorized Signature)

Title: President

Date: June 9, 2023

City of Bisbee



(Authorized Signature)

Title: Fire Chief

Date: 6/12/23