

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, 2021**. 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 **\$5,000.00** 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 **\$10,000.00** (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 (\$5,000.00) 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.** FPA will secure, at City of Bisbee's cost (included in paragraph 2), general liability insurance coverage in the amount of \$10,000,000.00 needed to display fireworks on the display date. If a claim is filed, City of Bisbee will be responsible for the deductible of up to \$2,500.00 maximum. City of Bisbee will secure at City of Bisbee's cost, workman's compensation insurance 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. **Acts of God.** In the event of fire, accident, strike, act of God, terrorism or other causes beyond the reasonable control of either party that prevent performance of either or both parties' obligations under this contract each party hereby releases the other from any and all obligations hereunder, except for liabilities that may have already accrued to such time.
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. **Indemnifications and Liability.** FPA will hold harmless and indemnify City of Bisbee 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 FPA to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. FPA shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, or punitive damages from City of Bisbee, including, without limitation, loss of income or profits.
11. **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.

City of Bisbee



(Authorized Signature)

(Authorized Signature)

Title: President

Title: Mayor

Date: May 27, 2021

Date: 6/23/2021