

FIREWORKS DISPLAY PROPOSAL FOR CITY OF BENNET

24qwka v1.4 sw

DISPLAY DATE	7/3/2024
PROPOSAL DATE	4/25/2024
BOOKING DEADLINE	5/1/2024
BUDGET	\$8,500.00

MAIN AERIAL**6 SHELLS FROM THE FOLLOWING LISTING**

3" TITANIUM SALUTE

144 SHELLS FROM THE FOLLOWING LISTING

3" ASSORTED COLORS TO CRACKLING SHELLS
 3" ASSORTED PALM TREE SHELLS W/ TAILS
 3" ASSORTED BROCADE SHELLS
 3" ASSORTED COLOR PEONY SHELLS
 3" ASSORTED COLOR CHANGE PEONIES W/ TAILS
 3" ASSORTED COLOR CHRYSANTHEMUMS
 3" ASSORTED COLOR SPECIALTY SHELLS
 3" ASSORTED WILLOW SHELLS
 3" RED GAMBOGE TO ASST COLOR CHRYSANTHEMUMS W/ TAILS
 3" GOLDEN WAVE CHRYSANTHEMUMS TO ASST COLORS W/ TAILS
 3" ASSORTED COLOR HALF & HALF CHRYSANTHEMUMS
 3" ASSORTED COLOR CHRYSANTHEMUMS W/ CRACKLING

72 SHELLS FROM THE FOLLOWING LISTING

4" ASSORTED SPECIAL EFFECT SHELLS
 4" ASSORTED BROCADE & KAMURO SHELLS
 4" ASSORTED PALM TREE SHELLS
 4" ASSORTED COLOR CHANGE SHELLS W/ TAILS
 4" ASSORTED COLOR CHRYSANTHEMUMS
 4" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
 4" ASSORTED SPECIAL EFFECT PEONY SHELLS
 4" SPECIAL ASSORTED COLOR IMPORT SHELLS

18 SHELLS FROM THE FOLLOWING LISTING

5" ASSORTED SPECIAL EFFECTS SHELLS
 5" ASSORTED FANCY SPECIAL EFFECTS SHELLS
 5" ASSORTED COLOR CHRYSANTHEMUMS
 5" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
 5" ASSORTED SPECIAL EFFECT PEONY SHELLS
 5" ASSORTED PATTERN SHELLS
 5" ASSORTED PALM TREES AND COCONUTS
 5" ASSORTED DIADEMS, KAMUROS, AND BROCADES

FIREWORKS DISPLAY PROPOSAL
FOR
CITY OF BENNET

DISPLAY DATE	7/3/2024
PROPOSAL DATE	4/25/2024
BOOKING DEADLINE	5/1/2024
BUDGET	\$8,500.00

- 9

SHELLS FROM THE FOLLOWING LISTING
- 6"

ASSORTED SPECIAL EFFECTS SHELLS
- 6"

ASSORTED FANCY SPECIAL EFFECTS SHELLS
- 6"

ASSORTED COLOR CHRYSANTHEMUMS
- 6"

ASSORTED COLOR CHRYSANTHEMUMS W/ TAILS
- 6"

ASSORTED SPECIAL EFFECTS CHRYSANTHEMUMS
- 6"

ASSORTED SPECIAL EFFECT PEONY SHELLS
- 6"

ASSORTED PATTERN SHELLS
- 6"

ASSORTED DIADEMS, KAMUROS, AND BROCADES
- 6"

ASSORTED EFFECT SHELL OF SHELLS
- 6"

SPECIAL ASSORTED COLOR IMPORT SHELLS
- 6"

FANCY ASSORTED COLOR IMPORT SHELLS

- 2

SHELLS FROM THE FOLLOWING LISTING
- 8"

ASSORTED SPECIAL EFFECT SHELLS

- | | | | |
|----|------|----|------------------------|
| 10 | only | 3" | 10 SHOT ASSORTED COLOR |
| 6 | only | 4" | 5-SHOT ASSORTED COLOR |
| 2 | only | 5" | 5-SHOT ASSORTED COLOR |

GRAND FINALE

24qwka v1.4 sw

FIREWORKS DISPLAY PROPOSAL FOR CITY OF BENNET

DISPLAY DATE 7/3/2024
PROPOSAL DATE 4/25/2024
BOOKING DEADLINE 5/1/2024
BUDGET \$8,500.00

SUMMARY

MAIN AERIAL

3" Shells	150
4" Shells	72
5" Shells	18
6" Shells	9
8" Shells	<u>2</u>
Total Shells	251

FINALE

3" Shells	100
4" Shells	30
5" Shells	<u>10</u>
Total Shells	140

TOTAL PACKAGE PRICE INCLUDING MATERIAL, SHOOTER'S FEE ALL
APPLICABLE PERMIT FEES, WORKERS COMP, \$5,000,000.00 LIABILITY
INSURANCE, AND SALES TAX..... **\$8,500.00**

IF YOU ACCEPT THIS PROPOSAL, PLEASE PRINT AND SIGN BELOW AND
RETURN A COPY TO ALL AMERICAN DISPLAY FIREWORKS.

ACCEPTED BY _____
PRINT NAME

ACCEPTED BY _____ DATE _____
SIGNATURE

Wald & CO., Inc. d/b/a All American Display Fireworks

PO Box 319, Greenwood, Missouri 64034-0319

Phone: 816-537-7400 Fax: 816-537-7270 E-mail: sales@waldfireworks.com

This agreement entered into this May 14, 2024 by and between Wald & Co., Inc. of Greenwood, Missouri, doing business as All American Display Fireworks, (hereinafter referred to as "**All American**") party of the first part, and City of Bennet (hereinafter referred to as "**Customer**") party of the second part, City of Bennet, State of Nebraska.

WITNESSED: **All American**, for and in consideration of the sum of one dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged and of terms and conditions hereinafter set forth, agrees to furnish Customer As Proposal Dated: 4/25/2024 fireworks display in accordance with the program agreed upon and approved by the parties hereto and made a part of this agreement hereof, (hereinafter referred to as "**Display**") with said **Display** to be performed on Wednesday, July 03, 2024.

All American agrees to provide services and deliver fireworks as proposed. **All American** reserves the right to make necessary Substitutions with product equal to or greater in value.

All American will submit application(s) for approval of permit(s) for the **Display** and any rescheduled date from the Authority Having Jurisdiction (hereinafter referred to as "AHJ"), refusal of the AHJ to approve permit(s) will not constitute a breach of contract on **All American**. If Marine approval is required, Customer must submit application to appropriate authority no later than 90/45 days prior to display date.

Customer shall:

1. Furnish sufficient minimum secured safety distances in the judgment of **All American** for proper shooting of **Display**.
2. Provide necessary police protection and/or adequate security and a method to maintain and assure that spectators not go past the minimum Secured safety distances determined by **All American**. Cancellation or postponement of **Display** due to breach of said minimum secured Safety distances does not constitute a breach of this agreement by **All American**.
3. Provide other reasonable safeguards and precautions as **All American** directs or deems necessary
4. Provide unobstructed and safe access to the display site/fall out zone, as **All American** deems necessary. If set up is delayed or **Display** is postponed or cancelled due to **Customer** not providing unobstructed and safe access to the display site/fall out zone, it will not constitute a breach of this agreement by **All American**. **Customer** will be responsible for any and all additional costs associated with the unobstructed and safe access for set up.
5. Provide fire protection as **All American** deems necessary
6. If program is delayed one or more nights and set up will remain intact, **Customer** shall provide 24-Hour security for the display site at no Cost to **All American**. If **Customer** fails to provide such security, **Customer** agrees to reimburse **All American** for any and all costs Associated in acquiring the security of the material and display site.
7. Contact the Greenwood office for approval of any changes in site location or site access. **Customer** acknowledges that all changes must be Approved by **All American** and the permit issuing **AHJ**. Failure to obtain approval from the **AHJ** will not constitute a breach of this agreement by **All American** and **Customer** will be responsible for the total sum of the agreement
8. **Customer** will inspect and clean up debris in the fallout zone of the shoot site the day following display date for any Material/debris that may have been missed during the night search by **Wald pyro crew**.
9. **Customer** will provide written approval of all landowners for the use of this area as the Display site. **Customer** will also notify any Homes Association or neighborhood resident/group if required by local regulations
10. **Customer** will provide any audio/sound system that may be required as part of the display program.

Insurance

All American will provide the **Customer** with a \$5,000,000 Certificate of Insurance covering Public Liability and Property Damage For **Display**. **Customer** will be included as additional insured and agrees to provide a complete list of all additional insureds to be Named on the certificate. By signing contract, **Customer** accepts all insurances provided by **All American**. If **Customer** requires An Accord, the **Customer** will be responsible for all costs associated with this request.

Cancellation Without Rescheduling

If **Customer** cancels the **Display** and the program will not be rescheduled, the following cancellation terms will apply:

- **Time of signing contract to 31 days prior to display date: Cancellation Fee is 50% of contract price**
- **30 days to 15 days prior to display date: Cancellation Fee is 75% of contract price**
- **14 days to display date: Cancellation Fee is 100% of contract price**

Rescheduling **Date must be mutually agreed upon by Customer and Wald's. Date must be within three months of original display date**

If **Customer** cancels and reschedules the **Display** at any time prior to or on the display date, **Customer** agrees to pay the total sum of this agreement/proposal, plus a production fee for all applicable tech fees, delivery and permit fees. This production fee will be determined by Wald's and submitted to the **Customer** for payment.

Customer must notify **All American** at least 30 days in advance of proposed rescheduled date.

Rescheduled **Display** date and location must be mutually agreed upon by **All American** and **Customer**. If the rescheduled date falls within the 30 days following original **Display** date, the 30-day notice can be suspended, but The new date and location must be mutually agreed upon by **All American** and **Customer**. Any display date other Than the original scheduled **Display** date is considered rescheduling.

If "See Proposal" is noted, **Customer** must refer to the proposal for all any additional cancellation/postponement requirements.

Payment

It is further agreed and understood that the **Customer** will pay **All American** the total sum of \$ 8,500.00 for the **Display** as follows: Balance of \$8,500.00 due in full BY 7-10-24

Customer agrees to pay one and one half percent (1.5%) interest charged per month on unpaid accounts after one day from noted payment due date and Customer agrees to pay all fees necessary to collect balance due, in addition to any and all attorney fees. All accounts 30 days past due will be automatically turned in for collection.

It is further agreed that nothing in this Agreement between **Customer** and **All American**, shall be construed or interpreted to result in a partnership or joint venture, both parties hereto being responsible for their separate and individual acts, omissions, debts, and obligations and neither party shall be responsible for any agreements, proposal or addendum not set forth in this Agreement.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this agreement which is binding upon the parties, their heirs, executors, administrators, successors, assigns, and agents; as well as terms and conditions further set forth by **All American**. **Customer** will reimburse Wald's for any and all costs included but not limited to administrative and attorney fees related to any and all disputes, controversies, actions, claims and/or proceedings arising under, out of, in connection, or relating to the terms of this contract.

IN WITNESS WHEREOF, we hereto, set our hands and seals to duplicate copies hereof this the 14 OF MAY 2024

WALD & CO., INC./ALL AMERICAN DISPLAY FIREWORKS

CUSTOMER

BY: Charles Wald
Print Name of Authorized Agent

BY: _____
Print Name of Authorized Agent

SIGN: _____
Signature of Authorized Agent

SIGN: _____
Signature of Authorized Agent

This agreement subject to acceptance by All American (Wald & Co., Inc.) at its main office at Greenwood, Missouri. **IMPORTANT: Place authorized signature on original (white) and return to All American Display Fireworks by return mail. Retain duplicate (yellow) copy for your files.**

Direct Importers & Distributors

WALD & CO., INC. CONSUMER FIREWORKS



All American DISPLAY FIREWORKS

Over Ninety Seven Years of Reliable Service

SOLD TO

City of Bennet
685 Monroe Street
Bennet, NE 68317

P.O. BOX 319
GREENWOOD, MO 64034
(816) 537-7400
FAX (816) 537-7270
Warehouse location 1.7 Miles
South of Highway 150 on 291

SHIP TO

03-B169

Wald's All American Display
ATF: 5-MO-095-24-6D-00316

INVOICE NUMBER D24-	DATE 5/14/2024	CUSTOMER ORDER NO.	TERMS Invoice	DEALER'S LICENSE NO.
SHIP VIA Schoen	SALES TAX NO.	PAGE 1	OF 1	

IMPORTANT: We are required by the state tax authority to secure from our customers their retail sales tax registration number before exempting them from sales tax on any merchandise purchased. **No Missouri orders** can leave our warehouse until a copy of dealers license is in our files.

ITEM NO.	DESCRIPTION & SIZE	QUANTITY ORDERED	✓	PRICE	EXTENSION	NET
1.	Custom Designed Aerial Pyrotechnic Program			\$8,500.00		
2.	Including Material, Tech Fee and Insurance					
3.						
4.						
5.						
6.						
7.						
8.						
9.				BALANCE DUE:	\$8,500.00	
10.				In Full By 7-10-24		
11.	Any payments received after the due date will be automatically charged a monthly Finance Charge of 1.5% . If not paid within 30 days of payment date,					
12.	Account is automatically turned over to Collection Agency and all fees					
13.	associated with the collection will be added to the total amount due along with					
14.	monthly finance charge(s). Customer responsible for Collection fees					
15.	and finance charges.					
16.	All Payments made payable and sent to Wald & CO., Inc.,					
	PO Box 319, Greenwood, MO 64034					

Please Read Before Signing. Price subject to change without notice. All orders subject to approval.
We will substitute when necessary.

POSITIVELY NO CREDIT ALLOWED FOR GOODS RETURNED WITHOUT PERMISSION.

IMPORTANT: This Merchandise sold and shipped on the representation of the buyer that the same will be used strictly in accordance with the laws of the state of destination. This merchandise is sold upon the condition that the seller shall not be liable in any civil action, for any accident or injury occasioned during the transportation, handling, storage, sale or use of the merchandise.

SIGNED X _____

AUTHORIZED BUYER

Finance Charge is computed by a "Periodic Rate" of 1½% per month which is an annual percentage rate of 18% applied to balances over 30 days.

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 465164

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000004090-29

NAMED INSURED Wald and Company, Inc.
d/b/a All American Display Fireworks
P.O. Box 319
Greenwood, Missouri 64034

POLICY TERM April 15, 2024 to April 15, 2025; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$6,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as **Additional Insureds** 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
ADDITIONAL INSURED(S)**

**City of Bennet, Nebraska
Bennet 4th of July Committee (Members, Sponsors and Volunteers) Nebraska**

DISPLAY LOCATION
600 East Juniper, Bennet, Nebraska

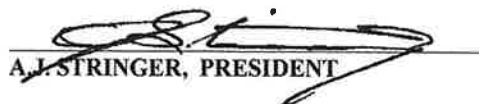
DISPLAY DATE(S)
7-3-24

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

5-14-24

DATE OF ISSUE


A.J. STRINGER, PRESIDENT