### Johnny Rockets Display Company

3240 LOVEROCK Steger, Illinois 60475

(708) 845-2324

10 February 2017

### Hi Dan

I am sending the R.F.P information. I wrote in a Multi – Year Agreement this can be used for 1 to 4 years. It is adjustable per the needs of the Wheaton Park District. In short, we will give you all the same shell counts as we did in 2016. The savings To Wheaton Park District will be no price increase and no product reduction over the term of the contract. This will be all world class award winning Sunny International brand product.

### Display design:

**Opening Barrage** 2-3 minutes Fast Fired Segment This is how Johnny Rockets thanks the town of Wheaton for allowing us to provide your display, we will grab the patron's attention and have them on the edge of their seat for the next 24 minutes.

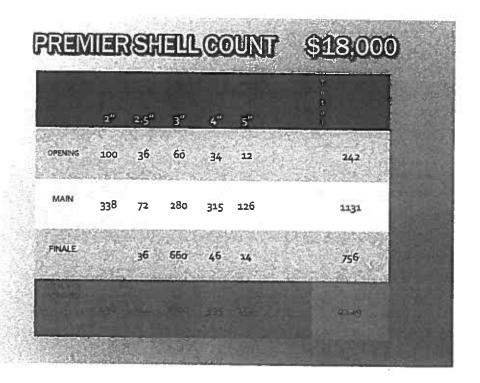
**Main Body** 18 minutes Fired with an up and down speed to keep the spectator's wanting more. Short lulls will be used to highlight special effects.

**Finale (Pyro Fantasia)** This will be fired at a extremely heavy pace. 3-4 minutes of over the top Multi-color breaks and salutes We use every shell size in your program. This is Johnny Rockets specialty we will pull out all the stops to close your display with color and thunder combined to make the third of July 2017 to be remembered for years to come. We would be happy to offer a similar (teaser finale) that was seen in the 2016 display. This is normally an additional charge but for the Wheaton Park District I will incorporate it into your program for free.

Please feel free to call or e-mail me anytime, I will be happy to answer any questions or concerns you might have. I would like to thank you and everyone else involved in the Wheaton display for allowing Johnny Rockets to be part of your bid process.

Tom Schulz V/P Johnny Rockets

0 1



The above shell counts are for the Wheaton Park District

Prepared by

Johnny Rockets Display Company

Without ground (low break) Product

### FIREWORKS DISPLAY PERFORMANCE AGREEMENT

This FIREWO	RKS DISPLA	Y PERFORMANO	E AGREEMEN	NT ("Agreement") is
entered this	by a	and between Johnny	Rockets Firew	orks Display Company
("Johnny Rockets") an	d The Wheaton	n Park District ("Cus	stomer").	one Dioping Company

In consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. <u>Johnny Rocket Services</u>. Johnny Rockets hereby agrees to provide the fireworks display performance services (the "Display Services") at the time and location and in the manner set forth in the attached <u>Exhibit A or B (Bid Proposal)</u>, which is incorporated herein by reference and made a part hereof. In the event of a conflict of any of the terms of this Agreement and the terms of the attached <u>Exhibit A or B (Bid Proposal)</u>, the terms of this Agreement shall govern. Subject to the additional terms and conditions set forth elsewhere herein, Johnny Rockets shall perform its duties and obligations hereunder in accordance with the following terms:
  - (a) <u>Materials and Personnel</u>. Johnny Rockets shall supply, at its sole cost and expense, all fireworks and related launch materials and all personnel required in connection with the performance of its duties hereunder.
  - (b) <u>Licenses and Permits</u>. Johnny Rockets shall obtain and maintain all necessary licenses, permits and approvals which are required for the performance of its obligations hereunder;
  - (c) <u>Cooperation with Customer</u>. Johnny Rockets shall provide all necessary personnel and assistance required to reasonably assist Customer with the performance of its obligations set forth herein.
- 2. <u>Customer's Duties and Responsibilities</u>. Subject to the additional terms and conditions set forth elsewhere herein, Customer shall perform its duties and responsibilities hereunder in accordance with the following terms:

- (a) <u>Fireworks Personnel</u>. Customer acknowledges and agrees that Johnny Rockets and its authorized personnel shall be solely responsible for the handling of any and all fireworks materials to be utilized in connection with the Services, and that Customer, its agents, affiliates, employees and personnel are strictly prohibited form handling any such materials.
- Customer agrees to provide all necessary personnel and assistance and to fully cooperate with Johnny Rockets to designate and determine which areas will serve as: (I) the launch site at which the Display Services will be performed (the "Launch Site"); (ii) the areas surrounding the Launch Site that will be designated as fallout areas (the "Fallout Areas"); and (iii) the appropriate viewing and parking areas (the "Public Areas") at which spectators may be present during the performance of the Display Services, and which Public Areas must at all times be at a safe distance, as determined by Johnny Rockets in consultation with any applicable fire protection agency or governmental representatives, from the Launch Site and Fallout Areas. Johnny Rockets shall not bear any responsibility for any damage to persons or property located in and around the Launch Site, Fallout Areas, or Public Areas arising from or in connection with Johnny Rockets' performance of the Display Services hereunder, unless such damage is the result of the negligence or willful misconduct of Johnny Rockets or its personnel.
- (c) <u>No Unauthorized Personnel in Launch Site and Fallout Area.</u> Customer acknowledges and agrees that nobody besides Johnny Rockets and its authorized personnel and other authorized personnel from any fire protection agency or governmental authority shall be present at any time in either the Launch Site or Fallout Area during the performance of the Display Services.
- (d) <u>Customer's Responsibility to Provide Security</u>. Customer acknowledges and agrees that it is solely responsible for providing a sufficient number of police and/or other security personnel and all appropriate security fences, barricades or other security apparatus necessary to ensure the appropriate level of protection and security of the Launch Site, Fallout Area and Public Areas as well as proper crowd control during the performance of the Display Services. Johnny Rockets reserves the right to refuse to perform or to cease performing the Display Services if at any it determines, in its sole reasonable discretion that Customer has failed to properly secure the Launch Site, Fallout Area and/or Public Areas, which such failure shall be treated as a breach of this Agreement by the Customer and for which breach Customer shall bear sole liability.
  - (e) <u>Disruption of Services Due To Environmental Factors</u>. Customer, in consultation with Johnny Rockets, shall determine if it is necessary to interrupt, cancel or postpone the performance of the Display Services as a result of any

unacceptable and/or unsafe environmental condition, including, without limitation, wind, rain, drought, lightning or other such condition which might endanger the safety of persons or property. In the event of any such interruption, cancellation or postponement of the Display Services, the terms set forth in Exhibit A or B (Bid Proposal) with respect to any such occurrence shall govern. However, if Exhibit A or B (Bid Proposal) is silent regarding payment in the event of such interruption, cancellation or postponement of the Display Services, Customer shall pay to Johnny Rockets an amount equal to twenty percent (20%) of the total fee due in consideration of the Display Services, provided, however, that if more than half of the fireworks display portion of the Display Services are actually performed at the time of an interruption of the Display Services, then such performance shall be deemed a full performance of the Display Services and Customer shall pay Johnny Rockets the full amount due hereunder.

- (f) <u>Fire Protection Agency and Local Government Involvement</u>. Customer shall assist Johnny Rockets in facilitating the cooperation of local fire protection or other appropriate government agencies whose participation and involvement is required in connection with the performance of the Display Services hereunder.
- 3. <u>Fees for Services</u>. In consideration of the Services to be provided by Johnny Rockets hereunder, Customer shall pay Johnny Rockets compensation at such times and in such amounts as set forth in <u>Exhibit A or B (Bid Proposal)</u>.
- 4. <u>Insurance</u>. Each party shall procure and maintain, at its sole cost and expense, policies of comprehensive liability insurance coverage for itself in such amounts as set forth in <u>Exhibit A or B (Bid Proposal)</u> or, if no amount is specified, in such amounts as are necessary to meet or exceed industry standards and all applicable requirements of local, state and federal law. Each party shall furnish to the other evidence of such insurance coverage upon request. *Customer, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Johnny Rockets. Johnny Rockets' liability insurance shall be primary insurance as respects the Customer. Any insurance or self-insurance maintained by the Customer shall be excess of Johnny Rockets' insurance and shall not contribute with it.*
- 5. Relationship of Parties. Customer shall retain Johnny Rockets only for the purposes and to the extent set forth in this Agreement. Johnny Rockets, its personnel and staff shall be retained as independent contractors and shall not be considered under the provisions of this Agreement or otherwise as having employee status. Johnny Rockets shall be responsible for the payment of all taxes and withholdings with respect to payments it receives in connection with this Agreement.

- 6. <u>Term and Termination</u>. (a) The term of this Agreement shall commence upon the execution hereof and shall continue in full force and effect until such time as both parties hereto have satisfied their respective obligations hereunder.
  - (b) Notwithstanding the immediately preceding subsection, either party shall have the right to terminate this Agreement in the event the other party commits a material breach of any provision of this Agreement and fails to promptly cure such breach following receipt of notice from the other party that such breach has occurred.
  - (c) Termination of this Agreement for any reason shall discharge only those obligations that have not accrued as of the effective date of termination. Any right or duty of the parties based on either the performance or breach of this Agreement prior to the effective date of termination shall survive the term of this Agreement.
- 7. <u>Assignment</u>. This Agreement shall not be assigned by one party without the prior written consent of the other party hereto.
- 8. <u>Waiver</u>. No waiver by a party of a right or breach under this Agreement shall be effective unless in writing and any such waiver shall not be deemed a waiver of any subsequent right or breach whether of a similar nature or otherwise.
- 9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflict of law provisions. The parties agree that any action or proceeding to enforce or arising out of this Agreement shall be commenced in the United States District Court, in Chicago, Illinois. The parties consent to such jurisdiction, expressly agree that venue will be proper in such courts and waive any objections based upon Forum Non Conventions. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any action under this Agreement in any other jurisdiction.
- 10. <u>Notice</u>. Any notice pertaining to the Agreement shall be in writing, addressed to the other party at the address set out below, or such other address as provided by notice and any notice shall be sent by Federal Express or similar overnight mail service or by facsimile to:

If to Johnny Rockets:

Johnny Rockets Fireworks Display Company

3240 LOVEROCK

Steger, Illinois 60475

708-845-2324

Attention: Tom Schulz

If to Customer:

The Wheaton Park District

855 W. Prairie Ave.

Wheaton, Illinois 60187

- 11. <u>Severability</u>. If any provision of this Agreement or portion thereof should be declared invalid for any reason, the invalid provision or portion hereof shall be deemed omitted and the remaining terms shall nevertheless be carried into effect.
- 12. <u>Counterparts</u>. This Agreement may be executed in counterparts, any of which need not contain the signature of more than one party, but which counterparts taken together shall constitute one and the same Agreement.
- 13. <u>Entire Agreement</u>. This Agreement, including any and all Exhibits attached hereto, constitutes the entire understanding among the parties and supersedes any prior understanding and/or written or oral agreements among them with respect to the subject matter of this Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### JOHNNY ROCKETS FIREWORKS DISPLAY COMPANY

Bv:

Thomas Schulz / Vice President Johnny Rockets Display Company

[CUSTOMER]

By:

Its:

### **EXHIBITS**

SERVICES: Johnny Rockets Fireworks Display Company hereby agrees to provide the services and materials for The Wheaton Park District. The date of the display will be the 3rd day of July of 2017 approximately 9-10 p.m. For the sum of Eighteen Thousand Dollars \$ 18,000.00

MULTI - YEAR AGREEMENT: If mutually agreed Johnny Rockets display Company will provide services as listed above with no increase in cost to the Wheaton Park District. Shell counts and service will remain the same. Shell Type will change (i.e. effect or color can change) The quantity of shells in each size range will not change. The savings to the Wheaton park District will be approximately 5 - 10 percent per year. Term of agreement indicated below on this page (Sign next to year, only the years signed are active in this agreement. Line out years not agreed upon by the Wheaton Park District. No price increase or product count change to any of the agreed upon

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2017	Schules
2018	Scho
2019 N/A	0
2020 N/A	

Thomas Schulz

Vice President Johnny Rockets Display Co.

Signature

Wheaton Park District (Agent of /Authorized Signature)

Signature

### **EXHIBIT A TO RIDER**

### **INSURANCE REQUIREMENTS**

Johnny Rockets Fireworks Display Company ("Johnny Rockets") shall obtain and maintain insurance of the types in the amount listed below.

### A. Commercial General and Umbrella Liability Insurance

Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CD 001 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under insured contract (including the tort liability of another assumed in a business contract).

District, City, and County each shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District, City, or County.

### B. Business Auto and Umbrella Liability Insurance

If applicable, business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 or later editions of CA 00 01.

If District has not be included as an insured under the CGL using ISO additional insured endorsement CD 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, Johnny Rockets waives all rights against District, City, and County and their officers, offices, employees, volunteers, and agents for recovery of damages arising out of or incident to Johnny Rocket's services.

### C. Workers Compensation Insurance

If applicable, workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury in disease.

### D. General Insurance Provisions

### 1. Evidence of Insurance

At least fifteen (15) days prior to the commencement of the contract or commencement of services whichever first occurs, Johnny Rockets shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for thirty (30) days' written notice to District, City, and County prior to the cancellation or material change of any insurance referred to therein. Written notice to District, City, and County shall be by certified mail, return receipted requested.

Failure of District, City, or County to demand such certificate, endorsement or other evidence or full compliance with these insurance requirements or failure of District, City, or County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Johnny Rockets obligation to maintain such insurance.

District, City, and County shall have the right, but not the obligation, of prohibiting Johnny Rockets from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District's or Chamber's option.

Johnny Rockets shall provide certified copies of all insurance policies required above within ten (10) days of any written require for said copies.

### 2. Acceptability of Insurers

For insurance companies with obtain a rating from A. M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

### 3. Cross-Liability Coverage

If Johnny Rocket's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### 4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District, City, and County. At the option of the District, City, or County, Johnny Rockets may be asked to eliminate such deductibles or self-insured retentions as respects the District, City, or County, or their respective officers, officials, employees, volunteers and agents or required to procure a bond

guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

### 5. Subcontractors

Except as otherwise provided in this section 5, Johnny Rockets shall cause each subcontractor employed by Johnny Rockets to purchase and maintain insurance of the type specified above. When requested by the District, City, or County, Johnny Rockets shall furnish copies of the certificates of insurance evidencing coverage for each subcontractor.

Signature:

Johnny Rockets Fireworks Display Company

nate: Z

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MW/DD/YYYY) 2/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

U C	ne terms and conditions of the polic ertificate holder in lieu of such ando	/, cer rsem	tain p entis	policies may require an e	ndorse	ment. A stat	tement on th	ils certificate does not c	onfer r	rights to the
PRODUCER				CONTACT NAME:						
Britton Gallagher										
One Cleveland Center, Floor 30 1375 East 9th Street			PHONE (AC, No. Ext): 216-658-7100 FAX (A/C, No.): 216-658-7101 E-MAIL ADDRESS:							
Cle	veland OH 44114				INSURER(S) AFFORDING COVERAGE					NAIC #
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INSU	RED			!				nsurance Co.		10851
Joh	nny Rockets Fireworks Display Co	ia.		!				surance Company		10120
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me Joi	ditional Insured extension of covers play Date: July 3rd 2017 The Whe mbers, and volunteers are to be co nny Rockets. Johnny Rockets' liat ditional insured: Wheaton Park Dis	overea	ed as a insura	additional insured as res ance shall be primary ins	spects suranc	:: liability arts :e as respect	sing out of a tts the Custo	ctivities performed by o	agreen s, boar or on bo	nent. d ehalf of
CEF	TIFICATE HOLDER				CANC	ELLATION				
The Wheaton Park District 855 W. Prairie Ave Wheaton IL 60187				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHOF	RIZED REPRESEN	STATIVE			

### Form W-9

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Interna	Revenue Service		_				
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
JOHNNY KOCKETS DISPLAY COMPOUNT							
8	Business name/disregarded entity name, if different from above	7			_		
page							
<u> </u>	3 Check appropriate box for federal tax classification; check only one of the following	heck appropriate box for federal tax classification; check only one of the following seven boxes:  4 Exempt					
ö	☐ Individual/sole proprietor or ☐ C Corporation 📈 S Corporation	n Partnership	□	certain entities, not Individuals; see instructions on page 3):			
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5 5	Limited liability company. Enter the tax classification (C=C corporation, S=S	P) =	Exemption from FATCA reporting	_			
Print or type See Specific Instructions on	Note. For a single-member LLC that is disregarded, do not check LLC, che the tax classification of the single-member owner.	he line above for	code (if any)				
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backı	up withholding. For individuals, this is generally your social security number	e given on line i to avoil per (SSN). However, for	3 300.21 200.	only named	╡		
reside	ent alien, sole proprietor, or disregarded entity, see the Part I instructions	on page 3. For other		-     -			
	es, it is your employer identification number (EIN). If you do not have a nu	ımber, see How to get a		J	╛		
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2. la	m not subject to backup withholding because; (a) I am exempt from bac	kup withholding, or (b) I	have not been no	otified by the Internal Revenue			
Se	rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	to report all interest or	dividends, or (c)	the IRS has notified me that I an	n		
	4 - 4						
	m a U.S. citizen or other U.S. person (defined below); and						
	FATCA code(s) entered on this form (if any) indicating that I am exempt						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding							
because you have falled to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and							
gener	ally, payments other than interest and dividends, you are not required to	sign the certification, b	ut vou must prov	ide your correct TIN. See the			
instru	ctions on page 3.						
Sign			. /	, ,	_		
Here	U.S. person	Date	> 2/1	0/2017			
Ger	neral Instructions	Form 1098 (home mortg (tuition)	page interest), 1098-	-E (student loan interest), 1098-T	_		
Section references are to the Internal Revenue Code unless otherwise noted.		• Form 1099-C (canceled debt)					
	e developments. Information about developments affecting Form W-9 (such	Form 1099-A (acquisition or abandonment of secured property)					
as legislation enacted after we release it) is at www.irs.gov/fw9.  Use Form W-9 only if you are a U.S. person (including a resident alien), to							
Purpose of Form provide your correct TIN.							
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to backup withholding. See What is backup withholding? on page 2.							
which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer							
	er (1114), adoption taxpayer identification number (ATIN), or employer ication number (EIN), to report on an information return the amount paid to		ou are giving is com	rect (or you are waiting for a number			
you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:  2. Certify that you are not subject to backup withholding, or							
	a 1099-INT (interest earned or paid)			ng if you are a U.S. exempt payee. If			
	1 1099-DIV (dividends, including those from stocks or mutual funds)	applicable, you are also c	ertifying that as a U.	.S. person, your allocable share of			
_	1 1099-MISC (various types of income, prizes, awards, or gross proceeds)			business is not subject to the effectively connected income, and			
• Form	1099-B (stock or mutual fund sales and certain other transactions by		•	nis form (if any) indicating that you are	8		
brokers)		exempt from the FATCA reporting, is correct. See What is FATCA reporting? on					

• Form 1099-K (merchant card and third party network transactions)

U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives

### Federal Explosives License/Permit (18 U.S.C. Chapter 40)

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In accordance with the provisions of Title XI, Organized Crime Control Act of the activity specified in this license or permit within the limitations of Chapter 4 expiration date shown.		ns issued thereunder (27 C les Code and the regulation See "WARNINGS" and "N	s issued thereunder, until the		
Direct ATF - Chief, FELC	License Permit				
Correspondence To 244 Needy Road Martinsburg, WV 25405-9431	Number	3-IL-097-5	1-7C-00841		
Chief, Federal Explosives Licensing Center (FELC)	Expiration	poyer and the same			
_ Christopher R. Keevs	Date	March	1, 2017		
Name					
JOHNNY ROCKETS FIREWORKS DISPLAY CO					
Premises Address (Changes? Notify the FELC at least 10 days before the move.)	<u> </u>				
19 MIDDLEBURY LANE					
LINCOLNSHIRE, IL 60069-					
Type of License or Permit					
51-IMPORTER OF EXPLOSIVES					
Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a	Mailing Addre	ess (Changes? Notify the F	ELC of any changes.)		
transferor of explosives to verify the identity and the licensed status of the licensee or					
permittee as provided by 27 CFR Part 555. The signature on each copy must be an origin signature. A faxed, scanned or e-mailed copy of the license or permit with a signature	<del>лі</del> JOHNNY	JOHNNY ROCKETS FIREWORKS DISPLAY CO			
intended to be an original signature is acceptable. The signature must be that of the Feder	al 4410 N H	4410 N HAMILTON AVE			
Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the	CHICAG	O, IL 60625-			
business or operations specified above under "Type of Liceuse or Permit."	10				

President Position/Title

### DEPARTMENT OF JUSTICE



Bureau of Alcohol, Tobacco, Firearms and Explosives

Martinsburg, WV 25405

February 27, 2017

Johnny Rockets Fireworks Display Co 19 Middleburg Lane Lincolnshire, IL 60069

901090: CRR/TAL

5400

File Number: 3-IL-00841

Premises Address: 19 Middlebury Lane, Lincolnshire, IL 60069-

Dear Sir:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Examiner Terry Lowe @ 304-616-4413.

Sincerely, Christopher R. Reens

Christopher R. Reeves Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov



## THIS IS TO CERTIFY THAT

# Johnny Rockets Fireworks Display Co.

## IS A MEMBER IN GOOD STANDING

### FOR THE YEAR 2017

As such, this firm is committed to the Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry

William A. Weimer - APA President

Wedning L. Neckmin

Julie L. Heckman - APA Executive Director

Preserving and Promoting an American Tradition



Jesse White + Secretary of State

In. No.: \$420-8286-3275

DOB: 09-27-63 Expired: 09-27-18 Issued: 09-16-14

Cass 3 Ena H Rest B Type: ORG

THOMAS & SCHULZ 7821\_EARMHOUSE RO FRANKFORT IL 60423

Male 5'08" 230 lbs GRN Eyes

HLINOIS DEPARTMENT OF NATURAL RESOURCES LICENSE NUMBER EXPIRATION EXPLOSIVE 12/21/2018 LICENSE

Restriction TE STATE OF None 7827 Fu

M 5 P BIRTH 09/27/1963

OFFICE OF MINES AND MINERALS





License # IL08-O-00018-00756 Expires: 08/12/2019 Illinois Office of the Stat. Fire Marshal Division of Fire Prevention

THIS IS TO CERTIFY THAT THOMAS SCHULZ Pyrotechnic Operator License

Has completed all the requirements under the Pyrotechnic Distributor and Operator Act 225 ILCS 227 and is employed by JOHNNY ROCKETS FIREWORKS

DISPLAY COMPANY

d/b/a:

Mall Perez STATE FIRE MARSHAL



### Jesse Whi e-Secretury of Stute

### DRIVER'S LICENSE

Ge No : J536-1017-9303

50h 10-24-79 Espired 10-24-17 Issued 10-09-13

CHRIS A JENDRASZEWSKI 2940 S 53RD AVE CICERO IL 60803

cho Jenga

Male 3 97 270 bi 98N Eyes



LICENSE NUMBER FOO 6263

Restriction None

LICENSE VIOLENSE

LICENSE

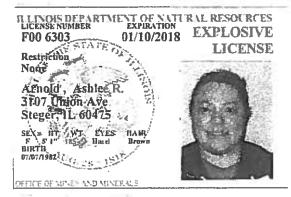
LICENSE

Restriction None

Jendraszewski, Chris A. 2940 S. 53rd Ave. Cicero, IL 60804

SEX HT WT EVES HAIR M 5 11" 310 Brown Brown Brown



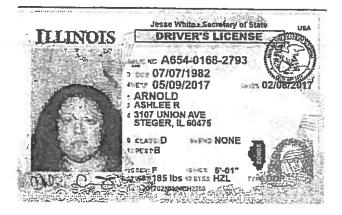


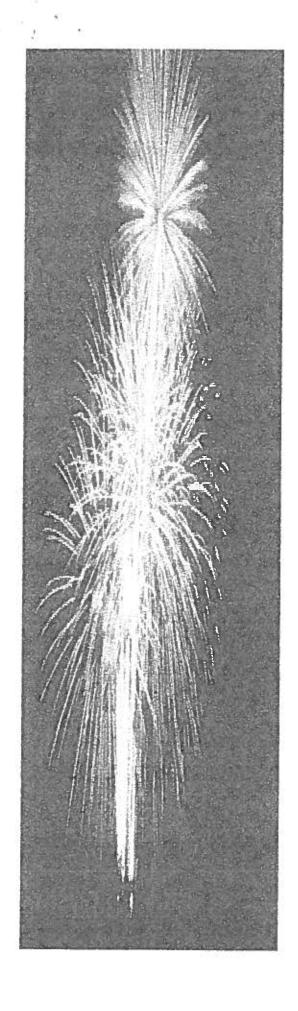


License # HL16-O-00018-01305 Expires: 06/15/2019 Ilimois Office of the State Fire Marshal
Division of Fire Prevention
THIS IS TO CERTIFY THAT
ASHLEE ARNOLD
Pyrotechnic Operator License

Has completed all the requirements under the Pyrotechnic Distributor and Operator Act 225 ILCS 227 and is employed by JOHNNY ROCKETS FIREWORKS DISPLAY COMPANY d/b/a:

Mail Perez STATE FIRE MARSHAL





- □ Fox Valley Veterans Association Hershel Luckinbill Veterans Moving Wall 630-303-8261
- Lake County Fair

  889 South Court St.

  Crown Point, Indiana 46307

  Mike Stephan

  219-661-3071
- □ Hobart Indiana

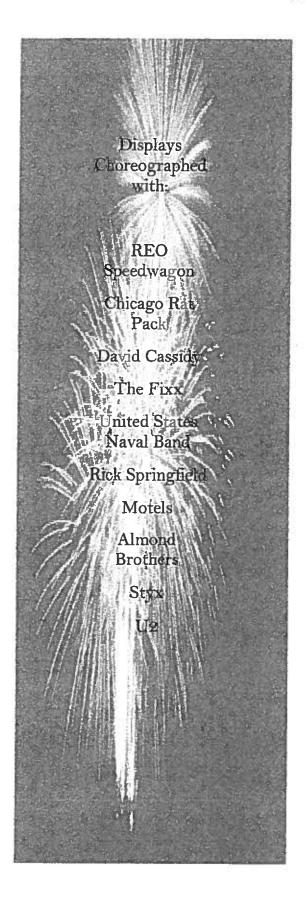
  414 Main Street

  Hobart, Indiana 46342

  Nikki Lopez Events Director

  219-942-4511
- □ Saint Mary's Church Fest 525 North Broad Street Griffith, Indiana 46319

### Show References



- One Old Half Day Rd. Lincolnshire, IL

  Mr. Scott Pippin Director of Public Works

  224~ 629~6115
- Village of North Aurora

  22 East State St. N. Aurora, IL

  Mr. Mark Gaffino Trustee

  630~918~9460
- □ Elk Grove Village
  901 Wellington Elk Grove, IL
  Mr. Craig Johnson-Mayor
  847~437~8226 or 847~437~0030
- Village of Schaumburg

  201 Schaumburg Ct. Schaumburg, |L

  Ms. Roxanne Benvenuti-Special Events

  847~923~3605
- Village of Morton Grove
   6834 Dempster Morton Grove, IL
   Dominic Burdi-Trustee
   847~922-2690