

WHEATON PARK DISTRICT DRONE LIGHT SHOW DISPLAY AGREEMENT

THIS DRONE LIGHT SHOW DISPLAY AGREEMENT ("Agreement") is made and entered into this 20th day of November, 2025, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and MIAND, INC., an Indian corporation doing business under the assumed name Mad Bomber Fireworks Production ("MIAND") and Chicago Drone Light Shows, Inc., an Indiana corporation (individually, and collectively with MIAND ("Contractor"). Park District, MIAND and Contractor are hereinafter sometimes referred to individually a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Park District desires to contract a drone light show display for its annual July 3rd celebration; and

WHEREAS, Contractor has the personnel, qualifications, training, experience, knowledge and equipment to safely and efficiently conduct a drone light show display and is willing to provide such services to the Park District.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Drone Light Show Display.**

A. Contractor shall furnish the Park District with a drone light show exhibition on July 3, 2026, at a time and at such site as agreed upon by both Parties, in accordance with the Agreement (the "Drone Light Show Display"). The Drone Light Show Display shall include the number and type of drones and the display designs as agreed upon by the Parties and included in Contractor's Proposal. Except as otherwise specifically provided in this Agreement, Contractor shall perform all services generally relating to or affecting the delivery of the Drone Light Show Display. Contractor shall perform the Drone Light Show Display in a diligent and safe manner consistent with generally accepted practices in the drone light show display industry in the United States.

B. **Term.** The term of this Agreement shall begin on the effective date of this Agreement and shall end on the later to occur of July 31, 2026 or completion of the Drone Light Show Display and full payment due hereunder ("Term").

C. 2. **Fee.** The Park District agrees to pay Contractor as a fee for the Drone Light Show Display in an amount equal to Fifty Thousand Dollars (\$50,000.00) ("Fee"). Such Fee shall be paid as follows: (i) 50% of the Fee shall be paid upon execution of this Agreement; and (ii) the remaining 50% shall be paid following the completion of the Drone Light Show Display.

3. **Personnel.** Contractor shall provide a trained and experienced lead drone operator to supervise the Contractor's setup, display, and clean-up of the Drone Light Show Display, and shall provide

such additional technicians and assistants as may be necessary for the safe and timely setup, display, and post display clean-up of the Drone Light Show Display. Contractor shall pay all wages, federal and state taxes, occupational license tax, benefits, (including unemployment, disability, social security) and Contractor shall indemnify the hold the Park District harmless against any liability for any such payments.

4. **Permits and Licenses.** Contractor shall procure and in a timely way provide the Park District with evidence of a validly existing appropriate drone display permit for the Drone Light Show Display as required by law. Contractor shall, at its own expense, procure and timely provide the Park District with evidence of all other federal, state, and local permits and licenses necessary for the Drone Light Show Display. Contractor shall be responsible for and shall comply with all laws, rules, ordinances, or regulations of any and all governmental authorities having jurisdiction over the Drone Light Show Display. Contractor, subject to the provisions of Section 5 of this Agreement, shall have sole and complete responsibility for safety conditions at the display site during setup, display, and cleanup of the Drone Light Show Display site.

5. **Security.** The Park District shall, at its own expense, provide adequate security personnel and barricades as reasonably required to preclude unauthorized persons from entering the area designated by Contractor as the area for launch of the Drone Light Show Display ("Security Zone"). The Park District shall provide such security once the Contractor, or any of Contractor's materials, arrives on site. Security shall be maintained in the absence of Contractor's personnel. Security shall be provided until the Contractor leaves the display site. In the event that prior to the display weather or wind conditions change or become such that to begin the Drone Light Show Display as setup would, (in the judgment of the lead drone operator), create or represent a risk of harm to spectators or bystanders, the Park District, at the request of Contractor, shall forthwith take appropriate action to relocate the at-risk spectators or by-standers and their property to a position reasonably safe for viewing the Drone Light Show Display, in the opinion of the Contractor, and thereafter maintain a new Security Zone. Contractor shall delay the start or suspend said Drone Light Show Display until said persons and property are moved to a safe location and the Security Zone is reestablished. The Parties agree that the final authority with respect to the firing of the Drone Light Show Display shall lie with the Fire Marshall or other safety officials on site to maintain safety regulations.

6. **Transportation and Storage of Materials.** Contractor shall be responsible for the timely transportation of all materials to the display site in full compliance with all applicable federal, state, and local regulations and ordinances. Contractor shall make no claims against the Park District for any damage or loss relating to the transportation or storage of materials, except in the event of Park District's failure to provide security as set forth in Section 5 of this Agreement.

7. **Cleanup.** At the conclusion of the Drone Light Show Display, Contractor shall ensure that the display area is thoroughly inspected by Contractor's personnel, and that all materials and other display-related debris are safely removed from the display site and properly disposed of. Contractor shall also remove all equipment and related materials from the display areas. Any hazardous materials shall be disposed of in accordance with law by Contractor.

8. **Expenses.** Unless otherwise provided herein, Contractor shall furnish, at Contractor's own

expense, all materials, supplies, and equipment related to its provision of the Drone Light Show Display hereunder. Contractor shall not incur any indebtedness on behalf of the Park District without the express written consent of the Park District to specific indebtedness.

9. **Relationship of Parties.** Contractor is an independent contractor in the provision of services pursuant to the Agreement. Neither Contractor nor any of its agents, partners, or co-venturers are employees or agents of the Park District for any purposes, nor shall any of such persons be entitled to any of the benefits Park District may provide for its employees.

10. **Insurance and Indemnification.** Contractor shall obtain and maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain primary commercial general liability (CGL) insurance with a limit of not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate and commercial umbrella/excess insurance with a limit of not less than \$5,000,000.00 per occurrence/\$5,000,000.00 aggregate and specifically including liability arising out of drone light displays, if applicable. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from drone light show displays, premises, operations, independent contractors, products- completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, the City of Wheaton, the County of DuPage, DuPage County Fair Authority, and CUSD 200 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 the Park District, the City of Wheaton, the County of DuPage, DuPage County Fair Authority, and Community Unit School District 200. Any insurance or self-insurance maintained by the Park District, the City of Wheaton, the County of DuPage, DuPage County Fair Authority, and Community Unit School District 200 shall be excess of Contractor's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

Contractors shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 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 and later editions of CA 00 01.

C. Workers Compensation Insurance

Contractors shall maintain workers' compensation and employer's 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 by disease.

Contractor waives all rights against the Park District and its officers, officials, employees, volunteers, and agents for recovery of damage arising out of or incident to the Contractor's activities.

D. General Insurance Provisions

I. Evidence of Insurance

Contractor shall furnish the Park 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 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

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

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park Districts' written request for said copies.

II. Acceptability of Insurers

For insurance companies which 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.

III. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its 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.

IV. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

E. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Contractor's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in whole by any negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

11. **Cancellation or Delay.** In the event the Drone Light Show Display is delayed by the Park District due to rain or inclement weather, or by Contractor due to safety concerns, the Drone Light Show Display shall be performed on a date to be determined, at such time as Park District designates, ("Rain Date") subject to a fifteen percent (15%) rescheduling fee. Any rescheduled shows must occur within six (6) months of July 3, 2026. In the event that the Park District cancels the Drone Light Show Display within ten (10) days prior to the original scheduled date, Contractor shall be entitled to 50% of the contract amount as liquidated damages for any claims it may have hereunder. If the Park District

cancels the Drone Light Show Display on the day of the scheduled show for reasons other than inclement weather or force majeure, the Contractor shall be entitled to 100% of the contract amount.

12. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

13. **Severability and Waiver.** The partial or complete invalidity of any one or more provision of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, condition or right as respect further performance. Notices. All notices, covenants, requests, authorization and approvals permitted or required under this Agreement shall be in writing, signed and personally delivered, or sent by registered or certified mail, return receipt requested, to the appropriate parties.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and any agreement hereafter shall be ineffective to modify or terminate this Agreement or constitute a waiver of any provisions hereof unless such agreement is in writing and signed by the party against whom enforcement is sought.

15. **Force Majeure.** Neither Party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of severe weather, riots, strikes, labor disputes, judgments, decrees, injunctions, or acts of governmental authorities, acts of God, and other causes beyond the control of such party ("Force Majeure"). The Party declaring Force Majeure shall make reasonable efforts to prevent and remove the cause of the Force Majeure.

16. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) with respect to claims by third parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as the date first set forth above.

WHEATON PARK DISTRICT

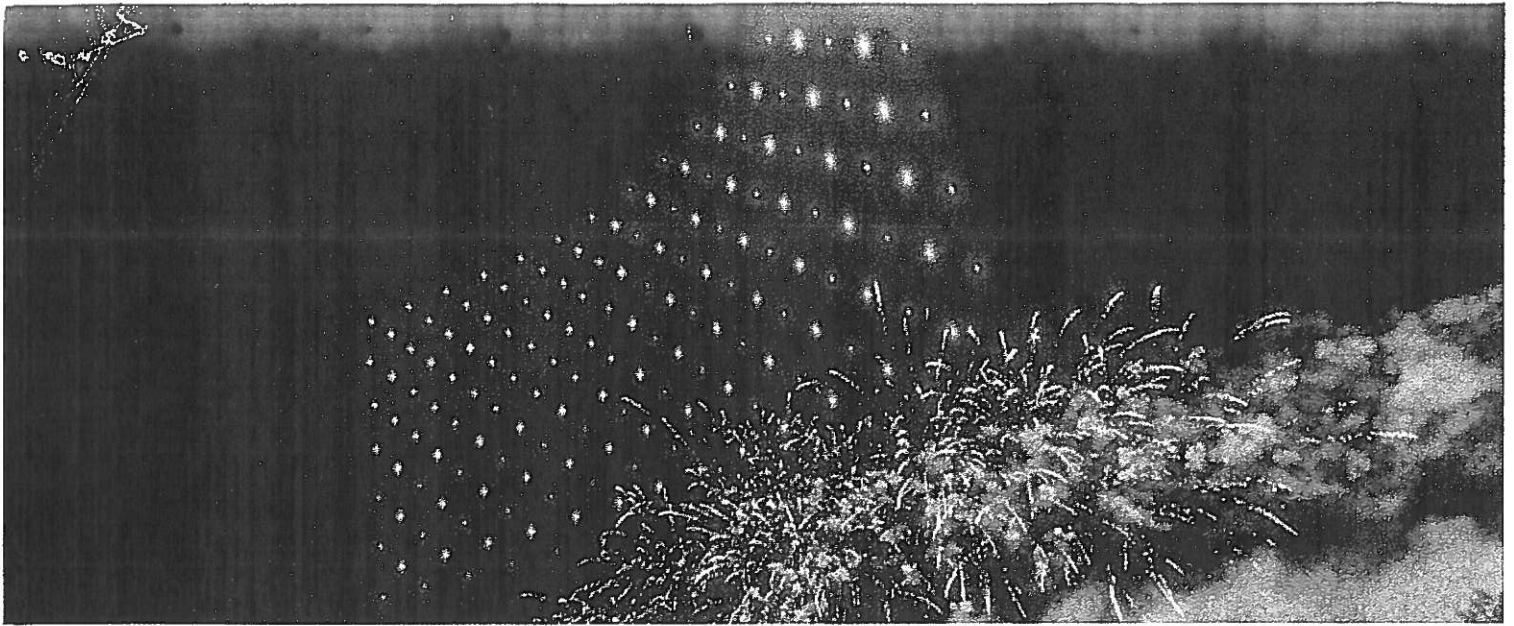
By: 

Its: Executive Director

CHICAGO DRONE LIGHT SHOWS, INC., an Indiana corporation
MIAND, INC, and Indiana corporation doing business under the
assumed name Mad Bomber Fireworks, Productions

By: 

Its: Chief Pilot



CHICAGO DRONE LIGHTSHOWS



Prepared For :

Wheaton, IL

C/O Dan Novak

dnovak@wheatonparks.org

Prepared By :

Zack James

President

Zack@DroneLightShowsChicago.com

(219) 776-9545

LETTER OF INTRODUCTION



Mr. Novak,

Thank you for taking the time to consider us as a fireworks and drone show provider for your 2020 3rd of July event. We've can think of no better partner for our country's semiquincentennial celebration. Inside this packet, you'll find details on our team, intended performance, drone technology and approach to safety.

As you are aware, Chicago Drone Light Shows was borne out of one of the United States oldest and most well-renowned fireworks display companies, Mad Bomber Fireworks. We perform almost 500 drone and fireworks shows each year and our team is filled with individuals passionate about flight, drone technology and live event displays. With an industry-best \$10,000,000 in total general liability insurance coverage and pilots with thousands of live displays to their resume, we are confident in our ability to deliver an awe-inspiring, memorable and safe performance for your event.

I look forward to your review and response,

Zack James

Zack James
President
Chicago Drone Light Shows
Zack@dronelightshowschicago.com
(219)776-9545



SHOW OUTLINE

OPENING BARRAGE 1-2 MINUTES

As the drones launch, the fireworks will begin as they typically do. Slow-paced, specialty shells. The fireworks will 'rip' into an barrage effect as the first drone design appears.

DRONES ONLY 5-6 MINUTES

We'll start the drone portion of the show without pyrotechnics, so we can up the 'wow-factor' as the show progresses. This would be a great time for Wheaton-specific designs.

DRONES + PYRO 7-8 MINUTES

At this point, the show starts getting very exciting. Each drone effect and transition will be punctuated with well-timed shells and cakes. Certain effects will be even more closely integrated. See the 'Specialty Effects' page below for more details of what could be included here.

FIREWORKS FINALE 5-6 MINUTES

As the drones land, we'll start to lay on the fireworks thick and heavy. This will be 5-6 minutes of fast-paced, exciting firing building up into the grand finale.

ENCORE FINALE 1 MINUTE

To celebrate the semiquincentennial, we'll end the show with an encore finale that is heavy on the red, white, blue and noise.



DRONE DETAILS

DRONE COUNT	250
SHOW LENGTH (MINUTES)	12-13
DESIGNS	15-20
CUSTOMIZATION	7 custom designs

SPECIALTY EFFECTS

While our design process has obviously just begun, below are some current ideas we have to give you an idea of what your show could look like.

BATTLE SHIPS FIRING

A WW2-era battle ship firing its cannons with groundbombs going off when the cannons fire. As the cannon 'round' moves through the air and impacts the target, crackle and salute effects mimic the explosion.

BOMBING RUN

The bomb-bay doors open up on a B-25 bomber and drone 'bombs' fall out, towards the ground. Ground bombs mimic explosions as the 'bombs' impact the ground. If pyro-drones are used, we'll have 'flak' shoot up at the plane and an engine fire start.

SCREAMING EAGLE

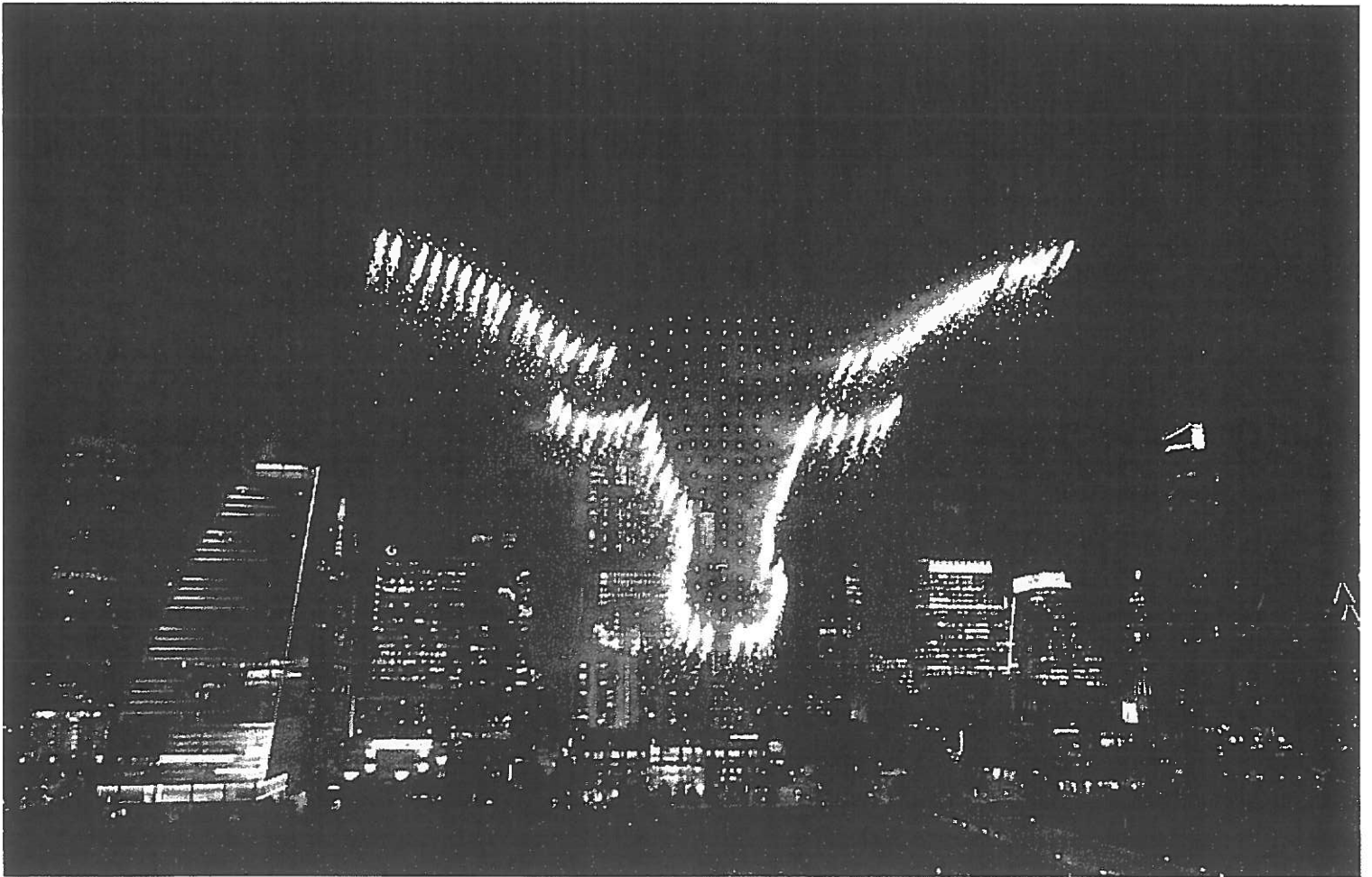
A 3-dimensional eagle flaps its wings as it flies towards the crowd. Whistles are used to simulate screeching. If pyro-drones are used, the eagle could have sparks or comets coming off of its wings.

DECLARATION OF INDEPENDENCE WATERFALL

Golden willow sticks rain down over a blank parcel of paper. As the sticks fall, the drones light up from top to bottom, revealing the opening lines to the declaration of independence.

PYRO DRONES

the newest and coolest technology in drone shows is mounting pyrotechnics directly onto the drones and we are one of the few companies in the country licensed to do so. Used to punctuate specific moments in the show, this effect is something that has never been done in Illinois before (likely the midwest) and would absolutely blow the minds of everyone in attendance.



SHELL COUNT

1/2-2" CAKES 650 SHOTS

2-1/2" CAKES 364 SHOTS

3" SHELLS 736 SHELLS

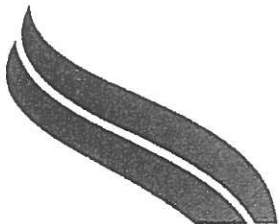
4" SHELLS 232 SHELLS

5" SHELLS 146 SHELLS

PRICING

Fireworks	\$50,000
Drones	\$50,000
Total	\$100,000
Add Pyrodrones	+\$20,000

30% deposit required at time of signing; 30% due 2/1/26;
remainder due immediately prior to show



ABOUT OUR COMPANY

WHO WE ARE

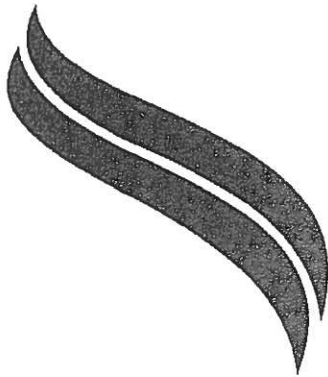
While drone shows are a new industry; our company was borne out of Mad Bomber Fireworks, a commercial pyrotechnics company with over 35 years experience putting on live event aerial displays. We perform hundreds of display events annually across the midwest.

OUR TEAM

Your main point of contact will be Zack James. Zack is our chief pilot and designer and flies over 50 drone shows per year. Zack holds a finance degree from Indiana University and a law degree from the University of Michigan.

OUR COMMITMENT TO YOU

Over the past 35 years, we have built Mad Bomber as one of the nation's premier firework display providers through our commitment to long term partnerships with our clients. We now bring that same commitment to our drone shows. While many of our peers are focused on high-exposure, clients and only take 'retail' shows when convenient; our business is based off of lasting relationships with municipalities, cities and parks districts. Day in and day out, we create happy clients and long term partners with organizations like yours. There is a reason why we have many clients who have been with us for 30 years+ and, once someone starts working with us, they tend to stay.



35 YEARS
IN BUSINESS

500 SHOWS
PER YEAR

THOUSANDS
OF REPEAT
CLIENTS

BEFORE YOUR SHOW DESIGN

MUSIC

We create a soundtrack for every show we design, even if it isn't going to be played at your event. We've found that a soundtrack helps with pacing and flow as well as offers a good chance for you and us to align on the show concept at the highest level.


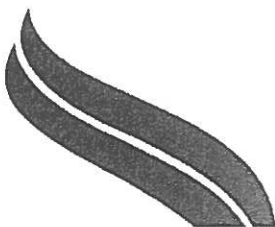
The soundtrack we create is subject to your approval. We do not supply the sound system to play the soundtrack but bring the equipment necessary to plug into your sound system and remotely trigger the music from our control station.

DESIGN PROCESS

1. Concurrently with creating a soundtrack, you and us will work together to create a show outline. This typically consists of choosing 1-4 themes for the show. These themes are embodied within the soundtrack.
2. For each theme, we will work together to brainstorm a handful of design ideas. We usually like to come up with twice as many ideas as we will end up using, as, often we learn that some designs are not feasible later in the process.
3. After brainstorming design ideas, we will begin transforming ideas into actual, flyable designs. As designs are completed, we will send them along for review if you'd like.
4. As a final check, we send you a full video render of your show. At this point, design changes are limited to errors and small changes.
5. After you've approved the final show video, the show goes through a four-step verification process by both another member of our team as well as a 3rd party.

CUSTOM DESIGNS

Your show will contain some amount of custom designs you and us have agreed to. Custom designs differ from standard designs in that they are only usable for your show. These are typically designs such as: event logos, sponsor thank-you's, and special messages.



BEFORE YOUR SHOW SAFETY

LEGAL APPROVALS

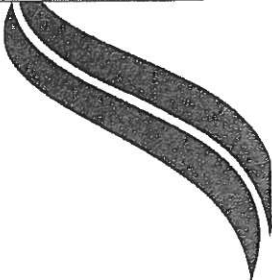
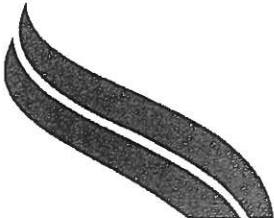
We file all required permissions with the FAA and other local authorities for your show and follow all applicable laws and regulations. This includes: a LAANC, FSDO notification and NOTAM. Whenever possible, we send multiple Part 107 certified pilots to each show but you will always have at least one as required by law.

INSURANCE

We carry an industry-leading \$10mm in total general liability coverage; including a drone-specific policy. We will list your organization as an additional insured on our policies.

MULTI-STEP FLIGHT AUDIT

In addition to using the industry leading design software, which in itself contains checks and redundancies to enhance safety. All of our show files go through a four-step verification process before going out to fly.

1. The show designer completes a safety checklist that covers common errors, issues and concerns
 2. Another show designer on our team reviews the show file and completes their own safety checklist.
 3. A third party reviews both the flight area and the show file for errors and legal compliance.
 4. The Pilot-in-Command reviews the show file for both the flight area and show file, paying special attention to obstacles, unsafe maneuvers and crowd management logistics.
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THE DAY OF YOUR SHOW OPERATIONS

BEFORE THE SHOW

The day of the show, we have a detailed 50+ page flight manual with loads of checklists and troubleshooting workflows. Our manual and checklists are so detailed the FAA has asked for a copy to use as a training tool for their own staff. Our base station software also has flight checklists built-in that restrict the drones from flying if not completed.

As a final check before showtime, we'll briefly hover the drones in place and visually check each one's flight characteristics. We bring approximately 10% more drones than needed so we can easily swap out any drones that show signs of issue.

DURING THE SHOW

The Pilot-in-Command (PIC) monitors the base station for:

- strength of communication signal,
- gps location accuracy, and
- low batteries.

Assistants monitor:


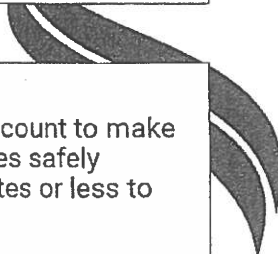
- the sky for malfunctioning drones,
- the sky for inbound aircraft, and
- the safety zone for out of place spectators.

In the event of an error, we can:

- halt all drones in their current location and flash a warning signal (for inbound aircraft);
- cause all drones to land where they currently are, and
- cause all drones to return to the launchpad.

AFTER THE SHOW

After the drones have come back to the launchpad, we perform a visual count to make sure each drone is accounted for. After we have confirmed that all drones safely returned, the safety zone is opened back up. This usually takes 10 minutes or less to complete. Cleanup generally takes 1-2 hours.



THE DAY OF YOUR SHOW

SAFETY

WEATHER DELAYS; CANCELLA TIONS

We monitor the weather in the days before the show and plan around it accordingly. Winds tends to die down around dusk, so moving the time of the show slightly often helps. If winds are questionable, we can also shorten the length of the show slightly to ensure the batteries make it through the show. Verge X1 drones are slightly larger/heavier than other light show drones on the market; making them less susceptible to windy conditions. We want our shows to fly just as much as you do but may need to cancel or postpone a flight if winds exceed 35mph, temperatures are below 10 degrees or there is heavy rain. If a show is cancelled due to weather we will fly your show on a different mutually acceptable date, subject to the rescheduling fee set out in our contract.

SAFETY AREA SECURITY

For every foot of altitude, a safety diameter of a foot is needed DURING the show. Usually this means we need 350ft of clearance in every direction. Whenever possible we use natural barriers (fences, creeks, etc) to create this safety area. We also bring barrier tape and will be patrolling during the show but may ask for your assistance in certain circumstances. Before the show we invite spectators to come up to the edge of our setup area to see the drones.



REFERENCES

Willowbrook, IL Christmas Tree Lighting

Dustin Kleefisch
835 Midway Dr
Willowbrook, IL 60527
630.920.2429
dkleefisch@willowbrook.il.us

Elmhurst University Homecoming

Marc Molina
190 Prospect Ave
Elmhurst, IL 60126
901.494.0037
marc.molina@elmhurst.edu

Blueberry Festival

Duane Culp
233 E Jefferson
P.O Box 639
Plymouth, IN 46563
574.936.5020



THANK YOU FOR YOUR REVIEW

Thank you for taking the time to review this proposal. We look forward to the possibility of working together and are standing by if you have any questions, concerns, comments or input.

CONTACT US :



Call
(219)776-9545



Address
3999 E Hupp Rd; Bldg R-3-1
Laporte, IN 46350



Mail
zack@dronelightshowschicago.com



Website
www.dronelightshowschicago.com