

## WHEATON PARK DISTRICT FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made and entered into this 23rd day of April, 2025, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and MIAND, Inc., an Indiana corporation doing business under the assumed name Mad Bomber Fireworks Productions ("Contractor"). Park District and Contractor are hereinafter sometimes referred to individually a "Party" and collectively as the "Parties."

### WITNESSETH:

WHEREAS, the Park District desires to contract for a fireworks display for an Arrowhead Golf Club Wedding Display on December 6, 2025 fireworks display; and

WHEREAS, Contractor has the personnel, qualifications, training, experience, knowledge and equipment to safely and efficiently discharge fireworks displays 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 consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Fireworks Display.**

A. Contractor shall furnish the Park District with an exhibition of fireworks on December 6, 2025, at a time and at such site as agreed upon by both Parties, in accordance with the Agreement (the "Fireworks Display"). The Fireworks Display shall include the type and number of shells 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 Fireworks Display. Contractor shall discharge the Fireworks Display in a diligent and safe manner consistent with generally accepted practices in the firework 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 December 31, 2025, or completion of the Fireworks Display and full payment due hereunder ("Term").

C. 2. **Fee.** The Park District agrees to pay Contractor as a fee for production of the Fireworks Display in an amount equal to Forty-Five Hundred Dollars (\$4,500.00) ("Fee"). Such Fee shall be paid within thirty (30) days following the completion of the Fireworks Display.

3. **Personnel.** Contractor shall provide a trained and experienced lead pyrotechnician to supervise the Contractor's setup, discharge, post firing, and clean-up of the Fireworks Display, and shall provide such additional technicians and assistants as may be necessary for the safe and timely setup, discharge, and post-firing clean-up of the Fireworks 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 timely provide the Park District with evidence of a validly existing appropriate fireworks permit for the Fireworks 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 transportation, storage and discharge of pyrotechnic materials for the Fireworks 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 Fireworks Display, including, but not limited to, the Illinois Fireworks Use Act (425 ILCS 35). Contractor, subject to the provisions of Section 5 of this Agreement, shall have sole and complete responsibility for safety conditions at the firing site during setup, discharge, and cleanup of the Fireworks 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 discharge of the Fireworks Display ("Security Zone"). The Park District shall provide such security once the Contractor, or any of Contractor's pyrotechnic 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 fireworks Display as setup would, (in the judgment of the lead pyrotechnician), 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 Fireworks Display, in the opinion of the Contractor, and thereafter maintain a new Security Zone. Contractor shall delay the start or suspend said Fireworks 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 Fireworks Display shall lie with the Fire Marshall or other safety official on site to maintain safety regulations.

6. **Transportation and Storage of Pyrotechnic Materials.** Contractor shall be responsible for the timely transportation of all pyrotechnic materials to the display site in full compliance with all applicable federal, state, and local regulations and ordinances regarding the transportation of explosive materials. Contractor shall make no claims against the Park District for any damage or loss relating to the transportation or storage of pyrotechnic 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 Fireworks Display, Contractor shall ensure that both the shooting and fallout area of the display site are thoroughly inspected by Contractor's personnel, and that all undischarged pyrotechnic materials and other fireworks-related debris are safely removed from the display site and properly disposed of. Contractor shall also remove all equipment and related materials from the shooting and fallout 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 pyrotechnic and other materials, supplies, and equipment related to its provision of the Fireworks 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 commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, and specifically including liability arising out of pyrotechnic/fireworks displays. 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 pyrotechnic/fireworks 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 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. Any insurance or self-insurance maintained by the Park District shall be excess of Contractor's insurance and shall not contribute with it.

**B. Business Auto and Umbrella Liability Insurance**

Contractor 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**

Contractor 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 damages 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 District's 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 deductibles 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 Fireworks Display is delayed by the Park District due to rain or inclement weather, or by Contractor due to safety concerns, the Fireworks 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 event date. In the event that the Park District cancels the Fireworks 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 Fireworks 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.

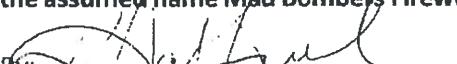
**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed as the date first set forth above.

WHEATON PARK DISTRICT

By: 

Its: Executive Director

MIAND, INC., an Indiana corporation doing business under the assumed name Mad Bombers Fireworks, Productions

By: 

Its: Executive Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/20/2025

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(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 (A/C No.): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com
Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. 10851 INSURER B: Everest Denali Insurance Company 16044 INSURER C: Liberty Mutual Insurance Co INSURER D: Liberty Mutual Insurance Co 25035 INSURER E: Axis Surplus Ins Company 26620 INSURER F:
INSURED Miand, Inc. d/b/a Mad Bomber Fireworks Productions Planet Productions 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350		2321

COVERAGES		CERTIFICATE NUMBER: 165005679		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL/INSR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY  <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	GCI0010157-251	2/4/2025	2/4/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	GCD0010067-251	2/4/2025	2/4/2026	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB  <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB  <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S	Y	P-001-000243083-05	2/4/2025	2/4/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC530S-714654-015 WC5-34S-524013-033 WC5-34S-311036-053	2/4/2025 2/4/2025 2/4/2025	2/4/2026 2/4/2026 2/4/2026	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y	GCI0010150-251	2/4/2025	2/4/2026	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. OPERATIONS: FIREWORKS ADDITIONAL INSURED: WHEATON PARK DISTRICT; ARROWHEAD GOLF CLUB						

CERTIFICATE HOLDER		CANCELLATION	
WHEATON PARK DISTRICT/ARROWHEAD GOLF CLUB 26W151 BUTTERFIELD ROAD WHEATON IL 60189		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.	
WHEATON PARK DISTRICT; ARROWHEAD GOLF CLUB	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
  1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:
 

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

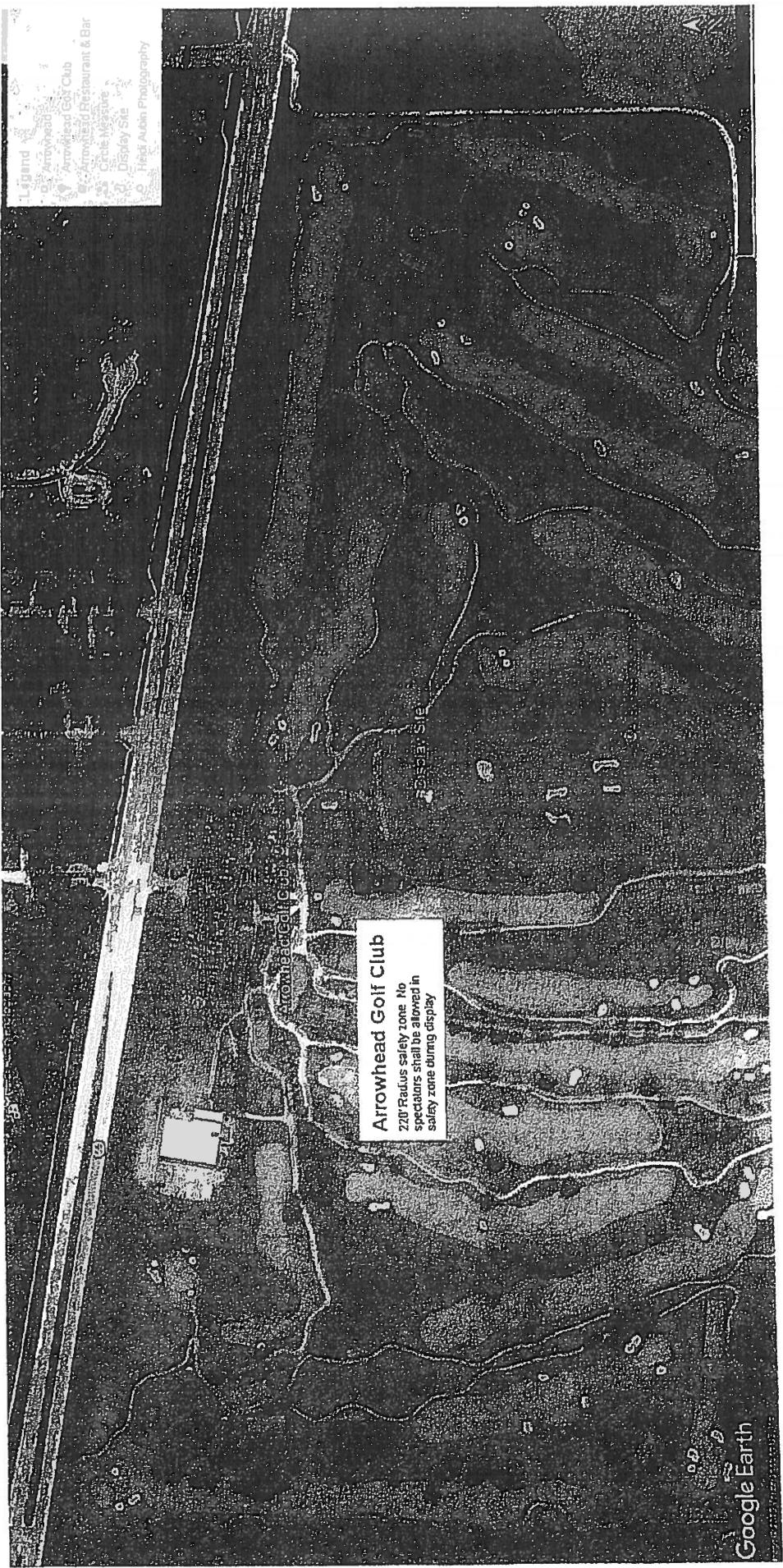
The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.





**STATE OF ILLINOIS**

OFFICE OF THE STATE FIRE MARSHAL  
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259

**Pyrotechnic Distributor License**

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS  
3999 E HUPP RD BLDG R-3-1  
LA PORTE, IN 46350

IL06-OPF-000029

**EXPIRATION DATE**  
05/15/2027

*James A. Rivera*  
James A. Rivera

STATE FIRE MARSHAL

OPF

**CLASSIFICATION**

This license may be revoked by  
the Office of the State Fire Marshal  
for failure to comply with the lawful  
rules regulating this program.

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

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

in accordance with the provisions of Title XI, Organized Crime Control Act of 1984, Title 18, United States Code, and the regulations issued thereunder, until the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown in THIS LICENSE IS TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATI	A T-1 - Chem. FFL C	Licence Permit Number	4-IN-091-51-6L-00872
Correspondence To	244 Neely Road Martinsburg, WV 25405-9431	Expiration Date	November 1, 2026
Chief, Federal Explosives Licensing Center, FFL C	<i>Mane Haund</i>		
Name	PLANET PROD/MAD BOMB FAWKS/NIGHT MAG DISP/SKSY/MAG		
Premises Address (Changes) Notify the FFLC at least 10 days before the move: 3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1 LA PORTE, IN 46350-			
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 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 original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FFL) or a responsible person of the FFL. 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 business or operations specified above under "Type of License or Permit" specimen)			
Licensee/Permittee Responsible Person Signature	Position Title	Printed Name	Date
ATE Form 5401-44-Sub 15 Part 1			



***To all to whom these Presents Shall Come, Greeting:***

*I, Alexi Giannoulias, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

*MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.*



***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 4TH  
day of FEBRUARY A.D. 2025.***

Authentication #: 2503500214 verifiable until 02/04/2026  
Authenticate at: <https://www.ilios.gov>

  
Alexi Giannoulias  
SECRETARY OF STATE



Illinois  
Department of  
Natural Resources

Office of Mines and Minerals  
Oper #: 2166  
PLANET PRODUCTIONS  
3999 E. HUPP ROAD  
BUILDING R-31  
LA PORTE, IN 46350

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

## STORAGE CERTIFICATE

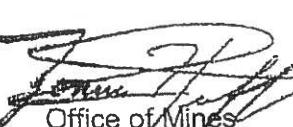
Not exceeding 10,000 pounds/count of explosives

Under the "Illinois Explosives Act"  
Approved January 1, 2011

Effective Date: 3/1/2025

Certificate No.: 8856

Expires: Last day of February, 2026

  
Tom Hupp  
Office of Mines  
and Minerals

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2025-2028

Registrant: MIAND INC DBA PLANET PRODUCTIONS

ATTN: Kelley Hatfield  
3999 E. HUPP BLDG R31  
LA PORTE , IN 46350

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051325550111HJ Effective: July 1, 2025 Expires: June 30, 2028

HM Company ID: 38154

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



U.S. Department  
of Transportation  
Federal Motor  
Carrier Safety  
Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

May 15, 2025

In reply refer to:  
USDOT Number: 777176

ANDREW JAMES  
PRESIDENT  
MIAND INC  
PLANET PRODUCTIONS  
3999 HUPP ROAD BLDG R-3-1  
LA PORTE, IN 46350

HAZARDOUS MATERIALS SAFETY PERMIT  
HM Safety Permit ID: US-777176-IN-HMSP  
Effective Date: May 15, 2025

Dear ANDREW JAMES:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning May 15, 2025 and remain effective through June 30, 2027 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at [hmcda@dot.gov](mailto:hmcda@dot.gov) or by phone at (202) 366-5671 or by fax at (202) 366-5671.

At: [redacted]



Paul R. James  
Chief, Hazardous Materials Division

## **ON SITE SAFETY INSTRUCTIONS**

**Rules must be adhered to on each and every site.**

### **EMERGENCY CONTACT INFORMATION:**

**MAIN OFFICE- 219-393-5051**

**CHEMTEL: 800-255-3924 CONTRACT#MIS0005800**

**All PERSONS on site MUST be at least 18 years or older. NO EXCEPTIONS.**

**Once a show is delivered to a site.. it shall NEVER be left unattended. Site security should be properly maintained at all times.**

**EMERGENCY ACTION PLAN:** Upon arriving on the display site, the Operator is to devise an EAP-Emergency Action Plan for the display. Prior to setting up any equipment, the Operator is to communicate the plan to all other workers. Each display will have its own site-specific plan due to locale and geographic features. The EAP must include the following:

- . Emergency escape routes away from the display fireworks
- . A safe location away from the fireworks to account for all workers
- . A plan to notify emergency personnel and whom will direct them to the site.
- . Instruct all workers on the location of emergency response information and MSDS

right to know information.

This plan may be given verbally, and Operator shall confirm each worker understands.

### **FIRE AND EXPLOSION HAZARD DATA**

Do not attempt to fight fire in vicinity of Special Fireworks – Evacuate Areas. Evacuate fire area immediately and seek shelter. Follow established emergency action plan. Fireworks may mass explode in a fire situation.

**NO SMOKING OR OPEN FLAME**- smoking, open flame, smoking materials (ie. lighters, matches) are forbidden in the loading or un-loading and display areas. No smoking signs may be posted in a conspicuous area upon set up of site. A minimum of 25' in all directions, from the perimeter surrounding the site is to be maintained as non-smoking.

### **LOADING AND UNLOADING:**

- .Vehicle engine must not be running, and hand brake must be set.
- .No smoking, open flame or source of static discharge shall be allowed, ie. cell phones, pagers, lighters, etc.
- .Boxes must **NEVER** be thrown, slid or dropped. Be especially careful when boxes contain fireworks with igniters attached.
- . Never use bale hooks or other metal tools to load or unload boxes of explosives.

**SAFETY EQUIPMENT AND CLOTHING:** Non-synthetic clothing must always be worn. This prevents the possibility of static build-up and discharge, as well as the possibility of material 'melting' on to the skin in the event of hot fall-out or fire. After set-up of site, pants must be worn, no shorts. Eye protection, ear protection and closed toe shoes are required. Hats or head coverings should be used to protect the head, but must not impede your vision, or 'contain' the force of a blast in the event of spontaneous explosion.

### **ASSURE PROPER INSTALLATION AND SET UP OF SITE:**

All mortar boxes, racks and drums shall be properly installed on each show.

Maintaining a safe Display Site is top priority. These reminders, along with your training, should assist you in performing a safe and spectacular show. If you have any questions, address the Operator right away.

