

WHEATON PARK DISTRICT FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made and entered into this 17 day of April, 2024 by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and RKM Fireworks Company, an Indiana corporation ("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 its annual July 3rd 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 July 3, 2024, 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 initial term of this Agreement shall begin on the effective date of this Agreement, and shall end on July 31, 2024 ("Initial Term"). Thereafter this Agreement shall automatically renew for two (2) additional one-year periods, commencing on the anniversary of the effective date and terminating on July 31st of that same calendar year (each a "Renewal Term" and, together with the Initial Term, collectively, the "Term"). Dates, hours of operation, and display details for 2025 and 2026 shall be determined at a later date based upon the mutual agreement of the Parties, but in no event later than April 1st of each year.

C. 2. **Fee.** The Park District agrees to pay Contractor as a fee for production of the Fireworks Display in an amount equal to Twenty-Nine Thousand Dollars (\$29,000.00) ("Fee"). Such Fee shall be paid as follows: (i) 50% is due on or before May 3, 2024; and (ii) the remaining 50% is due following the completion of the Fireworks Display. The Fee for 2025 and 2026 shall be determined at a later date based upon the mutual agreement of the Parties, but in no event later than April 1st of each year.

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"). 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. The Park District shall be responsible for all reasonable costs associated with the utilization of the rain date.

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: 

RKM Fireworks
[INSERT COMPANY NAME]

By: 

RKM Fireworks Company

27383 May Street Edwardsburg, MI 49112
www.rkmfireworks.com
James@rkmfireworks.com

Phone 269-663-6110
Fax 269-663-6103

Wheaton Park district

PROPOSAL #WP001A

MAIN SHOW SHELLS (see Appendix A)

- 96ea 2.5" ASSORTED ORIENTAL AND JAPANESE STYLE SHELLS
- 288ea 3" ASSORTED ORIENTAL AND JAPANESE STYLE SHELLS
- 180ea 4" ASSORTED ORIENTAL AND JAPANESE STYLE SHELLS
- 72ea 5" ASSORTED ORIENTAL AND JAPANESE STYLE SHELLS

MAIN SHOW EXHIBITION BOXES

- 2ea 360 SHOT BRO, DO YOU EVEN PYRO?
- 2ea 288 SHOT SHOW IN A BOX#1
- 2ea 200 SHOT RAT-A-TOULLIE
- 2ea 200 SHOT GRAVE DIGGER
- 2ea 50 SHOT 2" RED WHITE BLUE PEONY
- 2ea 25 SHOT 2.5" MIXED EFFECT
- 2ea 25 SHOT 2.5" MULTI-COLOR WILLOW W/TAIL
- 2ea 25 SHOT 2.5" RED BLUE W/SILVER STROBE WILLOW W/TAIL
- 2ea 36 SHOT 2.5" PISTIL BROCADE CROWN

FINALE

- 2ea 200 SHOT WOLF HOWLS
- 2ea 150 SHOT RED, WHITE, BLUE, TO SALUTE Z
- 2ea 49 SHOT QUICK COLORFUL SALUTE
- 10ea 2.5" 12 CHAINED SALUTE RED/WHITE/BLUE W/TAILS
- 6ea 3" 12 CHAINED 8 COLOR 4 SALUTE FINALE
- 12ea 3" 12 CHAINED TITANUM SALUTE W/ RED WHITE BLUE TAILS
- 8ea 4" 8 CHAINED BROCADE FLOWER CROWN W/ BROCADE TAILS
- 6ea 5" GOLDEN TITANUM WILLOWS

SHOW SUMMARY

MAIN SHOW SHELLS

TWO AND A HALF INCH	96
THREE INCH AERIAL SHELLS	288
FOUR INCH AERIAL SHELLS	180
FIVE INCH AERIAL SHELLS	72

GRAND FINALE

TWO AND A HALF INCH	120
THREE INCH	216
FOUR INCH	64
FIVE INCH	6

TOTAL SHELLS 1,042

TOTAL EXHIBITION BOXES 24 (3,216 SHOTS/EFFECTS)

TOTAL COST OF SHOW

COST FOR 2024: \$29,000.00

COST FOR 2025: \$.....

COST FOR 2026: \$.....

SHOW COST INCLUDES STATE PERMIT, SHIPPING, SETUP, SHOOTING, AND TEN MILLION DOLLAR LIABILITY INSURANCE

SHOW DATE: JULY 3, 2024

RAIN DATE: NONE

NOTE: ALL PYROTECHNICIANS OF RKM FIREWORKS COMPANY ARE INSURED.
RKM FIREWORKS RESERVES THE RIGHT TO SUBSTITUTE ITEMS ON THIS PROPOSAL FOR LIKE ITEMS OF EQUAL OR GREATER VALUE.

RKM Fireworks Company

27383 May Street Edwardsburg, MI 49112

www.rkmfireworks.com

bryan@rkmfireworks.com

Phone 269-663-6110

Fax 269-663-6103

LAKE STATION

APPENDIX A

MAIN SHOW SHELLS

3" SHELLS TO INCLUDE:

Red To Silver Crackling Stars, Green To Silver Crackling Stars, Blue To Silver Crackling Stars, Yellow To Silver Crackling Stars, White To Silver Crackling Stars, Purple To Silver Crackling Stars, Golden Palm Tree, Silver Coconut Tree, Crackling Willow, Golden Wave To Silver, Golden Wave To Red, Golden Wave To Blue, Golden Wave To Purple, Red Coconut Tree, Time Rain Coconut Tree, Red Wave, Green Wave, Blue Wave, Red To Time Rain Chrys., Green To Time Rain Chrys., Blue To Time Rain Chrys., Purple To Time Rain Chrys., Yellow To Purple Peony, Golden To Blue Peony, Red To Blue Peony, Green To Golden Peony, Yellow To Green Peony, Red Chry., Yellow Chry., Purple Chry., Silver Chry., Red & Silver Glittering, Blue & Silver Glittering, Color Chry., Golden Wave, Silver Wave
Brocade Crown Kamuro To Variegated, Brocade Chry With Crackle Pistil, Double Silver Crackling, Flower Wave Time Rain, Gold Glitter Chry W/ Crackling Pistil, Golden Palm, Golden Strobe, Golden Strobe Willow W/ Red Dahlia, Gold Willow To Variegated, Red Wave To Crackle With Blue Pistil, Silver Crackling Palm, Silver Crackling Willow W/ Blue Dahlia, White Strobe Willow W/ Red Strobe Pistil, Platinum Orido Nishiki, Gold Orido Nishiki, White Strobe, Variegated Strobe, Gold Willow To Silver Strobe, Green Dahlia, Lemon Dahlia, Color Dahlia W/Silver Flash Pistil, Green Ring To Crackle Star W/Red Pistil, Red Ring To Crackle Star W/ Delayed Crackle Pistil, Red & Green Double Ring, Ring - Three Ring (Red / Green / Blue), Red Coconut Ring W/Silver Crackling, Variegated Ring W/White Strobe Pistil, Brocade To White Strobe Sky Mine, Brocade Flower Crown Bowtie W/ Red Ring, Blue Peony W/ Coco Palm Pistil, Red Peony W/ Coco Palm Pistil, Blue To Silver Crackling W/Red To Silver Crackling Pistil, Variegated Peony, Lemon Peony, Aqua Peony, Brocade Waterfall

4" SHELLS TO INCLUDE:

Red To Blue To Silver Peony, Brocade Silver To Blue Chrys W/Red Pistil, Water Color Strobe (Special), White Strobe Crackle Flower Willow Pistil, Red Wave W/ Report, Saturn Horse Tail Ring, Red Fish W/Silver Ring, Red Willow W/Report, Titanium Chrys Coconut Tree, Silver Coconut Dark Ring, Golden Glitter Blue Ring W/ Red Pistil, Golden Willow To Small Flowers, Silver Willow W/Whistle, Green Ball, Orange Red Dahlia (Long Duration), Color Swimming Stars, Special Gold Palm Tree, "Pink, Lemon, Sea Blue, Grass Green Mixed Color Dahlia W/Strobe Pistil"
Blue To Green Peony, Red To Green Willow, Blue To White Strobe, Red To White Flashing, Glittering Blue To Silver, Dispark Chrys., Golden Crackling Flower Chrys., Red To Golden Crackling Chrys. Flower, Green To Golden Crackling Chrys. Flower, Blue To Golden Crackling Chrys. Flower, Purple To Golden Crackling Chrys. Flower, Sea Blue Peony, Grass Green Peony, Orange Peony, Pink Peony, Brocade Crown W/Green Flashing Pistil, Silver Crown W/Red Pistil, Silver Crackling Stars W/Coconut Pistil
Brocade Crown To Blue W/Golden Strobe Pistil, Brocade Chry With Multi-Color Strobe Pistil, Brocade Crown To Crackling Willow, Cyrus Bloom To Color Tips, Gold Willow To Variegated, Silver Crackling Palm, Silver Crackling Willow W/ Blue Dahlia, Platinum Orido Nishiki, Gold Orido Nishiki, Variegated Strobe, Special Red Strobe, Red Coconut Tree Crossette W/ Silver Coconut Pistil, Silver Crackling Crossette, Purple Dahlia, Color Dahlia W/Silver Flash Pistil, Red & Green Go Getter, Red Dark Red, Brocade Waterfall
Brocade Crown Kamuro To Variegated, Red To Delayed Crackle, Diadem Chrys To Red W Blue Pistil, Gold Crackle Chry With Green Pistil, Golden Strobe W/Green Pistil, White Strobe, Green Strobe, Green Crossette, Green Strobe W/Red Go Getter, Purple Go-Getter, Red/ White /Blue Wave, Dragon Eggs With Palm Core, Green Ring To Crackle Star W/Red Pistil, Half Red Half Blue W/ Silver Pistil, Red & Green Peony, Magenta Peony, Silver Waterfall, God Of Wealth Horsetail W/ Red Falling Leaves Pistil

5” SHELLS TO INCLUDE:

Three Layer Chrys, Multicolor Comet With Time Rain Pistil, Multicolor Crossette, Red Green Crossette To Thousand Of Brocade Crown, Red-Green-White Dahlia, Blue Chrysanthemum With Bright Willow Ring, Medusa, Blue Chrys Glittering Pistil Kaleidoscope, Green Wave To Crackling W/Red Pistil, Yellow Gold Strobe W/Crossette Gold Glittering Pistil, Silver Wave Green To Crackling W/Red Pistil, Crackling Pistil Strobe Chrys Wave, Golden Spider W/Green Strobe Pistil, Brocade Crown Eight Flower Chrys W/Glittering Pistil, Silver Glittering Waterfall, Red Palm To Thousand Of Brocade Crown, Red Iron Tree, Blue Dahlia Ring, Color Snail
Dispark Chrys., Silver Coconut Tree, Golden Flashing To Crossette, Red Ring W/ White Strobe To Salute, Red To Golden Crackling Chrys. Flower, Green Chry.W/Red Pistil, Red To Silver Crown, Purple Tail To Silver Crackling Stars, Blue To Golden Crackling Chrys. Flower, Purple Chry.W/Silver Pistil, Colors Dahlia, Green To Golden W/Crackling Pistil
Brocade Crown To Red Strobe W/ Red Strobe Pistil, Brocade Chry With Multi-Color Strobe Pistil, Brocade Crown To Crackling Willow, Silver Crackling Willow W/ Blue Dahlia, Red Coconut Tree Crossette W/ Silver Coconut Pistil, White Strobe W/Red Crossette, White Strobe W/Green Go Getter Pistil, Silver Ring With Blue Pistil & Brocade Crown Ring W/Silver Crackling, Brocade Flower Crown Bowtie W/ Red Ring
Brocade Crown To Red Strobe W/ Red Strobe Pistil, Brocade Chry With Multi-Color Strobe Pistil, Brocade Crown To Crackling Willow, Silver Crackling Willow W/ Blue Dahlia, Red Coconut Tree Crossette W/ Silver Coconut Pistil, White Strobe W/Red Crossette, White Strobe W/Green Go Getter Pistil, Silver Ring With Blue Pistil & Brocade Crown Ring W/Silver Crackling, Brocade Flower Crown Bowtie W/ Red Ring
Golden Strobe To Blue W/Golden Strobe To Red Pistil, Blue To Brocade Crown, Silver Crackling Willow, Silver Wave To Blue To White Strobe W/ Red Pistil, Silver Wave To Red To Blue W/Three-Time Ti Salute, God Of Wealth Brocade W/ Green Strobe Pistil, Variegated Strobe, Silver Crackling Crossette, Color Dahlia W/Ti Salute

6” SHELLS TO INCLUDE:

Red Green Crossette To Thousand Of Brocade Crown, Blue Crossette Octopus Chrys, Silver Glittering Waterfall, Gold Willow To Pink, Silver Coconut & Red To White Glittering, Saturn Ring To Crackling Time Rain Crown To Green, Cherry Pistil Chrys Blooming, Brocade Chrys To Red Crossette With Crackling Pistil, Brocade Crown Eight Flower Chrys W/Glittering Pistil
Red To Blue To Silver Crackling W/Golden Strobe To Silver Crackling Pistil, Gold Orido Nishiki To Red Strobe W/Red Strobe Pistil, God Of Wealth Brocade W/Green Strobe Pistil, Blue Peony W/Golden Strobe Crossette, Silver Wave To Blue Ring W/Red Pistil, Stained Glass W/Red Ring, Green Peony W/Red Ring To Special Red Strobe Ring, Blue Chry To Thousands Of White Strobe, Silver Crackling Willow



Firework Display Contract Service Agreement

This contract is between RKM Fireworks, Inc. (herein referred to as “RKM”), a Michigan based company with its principal place of Business at 27383 May Street Edwardsburg, MI 49112 and

Name of Sponsoring Organization: _____Wheaton Park District_____

Sponsor Contact Name: _____Daniel Novak,_____

Mailing Address of Sponsor: _____1777 S Blanchard Wheaton IL 60189_____

Email Address of Sponsor: _____dnovak@wheatonparks.org_____ Sponsor Phone: _____630-510-5117_____

Billing Contact Name: _____SAME AS ABOVE_____

Billing Address: _____

Billing Email Address: _____ Billing Phone: _____

RKM will supply the professional fireworks display(s) listed in Proposal #WP001A including all necessary fireworks materials, equipment, and personnel in accordance with the specifications agreed to by the parties.

1. Display(s)

Display Date	Rain Date	Total Budget	Deposit Amount	Deposit Due Date
07/03/2024	N/A	\$29,000	\$14,500	05/03/2024
Location	DuPage County Fair grounds 2015 West Manchester Rd Wheaton, IL 60187			

2. Contract Period:

This contract is for the 2024 fireworks display.

3. Budget:

If a budget larger than that listed under section 1 is available; additional fireworks will be added to increase the size and dramatic impact of the display.

4. Payment(s):

Deposits of 50% are due 90 days prior to each display date. If the contract is entered into less than 90 days prior to the display, a deposit of 50% is due upon entering into this contract. **Full payment is due 5 days prior to each display date. The display shall not be fired until payment in full is made, or other arrangements confirmed.**

An invoice for the **balance owed total budget** will be sent after the display.



5. Licenses & Insurance:

RKM shall carry and maintain applicable licenses, permits, and insurance policies including general liability, auto, and workers' compensation as required by law to conduct professional fireworks displays. RKM shall supply a certificate of general liability insurance in the amount of \$10,000,000. All those entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract.

6. Permits:

RKM will provide the state display permit. The sponsor agrees to provide any and all other necessary permits for the fireworks display as described in this contract. In the event that the Authority Having Jurisdiction (AHJ) will not sign the display permit, for the firework display as described in this contract, then RKM will not be obligated to provide the firework display as described in this contract.

7. Inclement Weather:

RKM will make every attempt to execute all fireworks displays as scheduled. RKM reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsors shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget. The alternate date must fall within 90 days of the original display date or the display is subject to permanent cancellation.

8. Cancellation:

The following fees schedule will apply should the Sponsors elect to cancel a display included in this contract. Cancellation 90 or more days prior to display date shall result in a cancellation fee of 10%. Cancellation within 90 days of the display date shall result in a cancellation fee of 15%. Cancellation within 5 days of the display date shall result in a cancellation fee of 25%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 25%.

9. Safety & Workflow:

NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. RKM personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display RKM will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsor(s) shall conduct a final inspection of the display fallout area the morning following the display.



10. Security:

The Sponsors and RKM will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by a member of the fireworks setup crew. During the display, the Sponsors agree to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until RKM advises that security is no longer necessary. RKM reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.

11. Marketing:

RKM may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. For private displays, RKM will seek approval from Sponsors before making such invitations.

12. Force Majeure:

RKM will take all reasonable steps to complete its obligations under this contract. However, RKM shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

13. Hold Harmless:

RKM agrees to indemnify and hold harmless the Sponsors, their agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which are the subject of this contract. The Sponsors agree to give the RKM prompt notice of any claims or demands and to cooperate with the RKM or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

The Sponsors agree to indemnify, and hold RKM harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this contract except for liability which is due solely to negligence on the part RKM.

14. Terms & Conditions:

This agreement shall be governed by and construed in accordance with the laws of the state of Michigan. This agreement is non-binding irrespective of endorsement until a deposit (as per section 4) has been satisfied and notice presented by RKM.



Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

Daniel NOVAK

Name

Wheaton Park District

Title

630 570 5117

Work Phone

630 624 .3574

Cell Phone

dnovak@wheatonparks.org

Email Address



Contract accepted on behalf of Sponsor(s)

Signature

Michael Benard

Please Print Name

Executive Director

Please Print Title

4/17/2024

Date

Signature

Please Print Name

Please Print Title

Date

Signature

Please Print Name

Please Print Title

Date

Contract accepted on behalf of RKM

Signature

James Keomongkarn

Please Print Name

Show Manager

Please Print Title

04/16/2024

Date