

Fireworks Productions of Arizona  
17034 S. 54th St.  
Chandler, AZ 85226  
Office 480-948-0090 ~ Fax 480-423-5430

## FIREWORKS SHIP SHOW CONTRACT

This fireworks contract is between FPA, Ltd., an Arizona Corporation DBA Fireworks Productions of Arizona (FPA), and City of Bisbee.

FPA is in the business of selling fireworks, and City of Bisbee wants FPA to provide a fireworks show for City of Bisbee's benefit. The parties therefore agree as follows:

1. **Fireworks.** FPA will provide fireworks for a display on **July 4, 2016**. The display will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** City of Bisbee will pay FPA the sum of \$3,500.00 as consideration for the fireworks display. The Bisbee Firefighters Local 2146 will pay FPA the sum of \$2,500.00. The combined total shall be **\$6,000.00** (the 'Contract Price') Payment will be made as follows:
  - a. **The City of Bisbee shall provide a Purchase Order for 100% of the Contract Price upon the signing of this contract due on or before delivery on Wednesday, June 22, 2016.**
  - b. **The City of Bisbee shall pay 100% of its balance (\$3,500.00) within twenty days after the completion of the Fireworks Display.**
  - c. **The Bisbee Firefighters Local 2146 shall provide payment 100% in full (\$2,500.00) by Wednesday, June 22, 2016 or at the time of delivery.**

City of Bisbee agrees to pay interest at the rate of 2% per month on any delinquent balance until the debt is paid in full. In the event that City of Bisbee fails to perform its obligations and responsibilities pursuant to this contract and it becomes necessary for FPA to enforce its rights by hiring an attorney, City of Bisbee will be responsible for, in addition to any other sums for which it is found responsible, all attorney fees and costs incurred by FPA in collecting said sums.

3. **Permits.** City of Bisbee will apply for and secure, at its cost, all permits, licenses, and approvals required by all applicable local, state, or federal laws and regulations as well as any imposed or required by local police or fire departments.
4. **Insurance.** FPA will secure, at City of Bisbee's cost (included in paragraph 2), general liability insurance coverage in the amount of \$10,000,000.00 needed to display fireworks on the display date. If a claim is filed, City of Bisbee will be responsible for the deductible of up to \$2,500.00 maximum.
5. **Display Site.** City of Bisbee will procure and furnish a place suitable for the fireworks display. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site. 'Display Site' means the discharge site, the fallout site, and the required separation distance from mortars to the spectator viewing areas in compliance with the most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display.

6. **Cancellation.** The parties acknowledge that, if City of Bisbee cancels this contract, FPA will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. In the event that City of Bisbee does cancel this contract, therefore, FPA will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:
  - a. If cancellation occurs no more than 30 days before the Original Date, an amount equal to 10% of the Contract Price;
7. **Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.
8. **Acts of God.** In the event of fire, accident, strike, act of God, terrorism or other causes beyond the reasonable control of either party that prevent performance of either or both parties' obligations under this contract each party hereby releases the other from any and all obligations hereunder, except for liabilities that may have already accrued to such time.
9. **Indemnifications and Liability.** City of Bisbee will hold harmless and indemnify FPA from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of City of Bisbee to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. City of Bisbee shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, or punitive damages from FPA, including, without limitation, loss of income or profits.
10. **Indemnifications and Liability.** FPA will hold harmless and indemnify City of Bisbee from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of FPA to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. FPA shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, or punitive damages from City of Bisbee, including, without limitation, loss of income or profits.
11. **Whole Agreement.** This written contract, including Exhibit A, is the entire agreement between the parties. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written contract will be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by both parties.

FPA, Ltd.



\_\_\_\_\_  
(Authorized Signature)

Title: President

Date: April 12, 2016

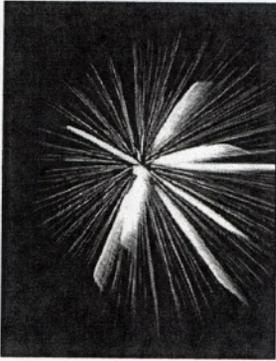
City of Bisbee



\_\_\_\_\_  
(Authorized Signature)

Title: Mayor

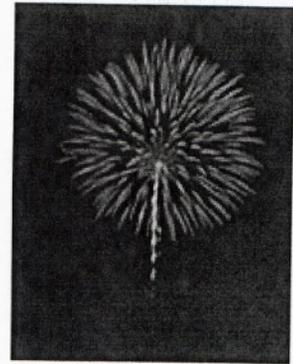
Date: June 22, 2016



## CITY OF BISBEE

JULY 4, 2016

Total Aerial Effects 438



### Aerial Display:

*A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.*

Your Aerial Display will contain a total of 403 aerial shells.

- 3" - **10** Titanium Salutes
- 3" - **252** Chinese Fancy's & Specials
- 4" - **108** Chinese Fancy's & Specials
- 5" - **18** Chinese Fancy's & Specials
- 6" - **15** Chinese Fancy's & Specials

### GRANDE FINALE:

*Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.*

Your Grande Finale consists of 35 aerial shells:

Your Grande Finale: 28 - 3" Colored Shells and **7** – 3" Titanium Salutes

**NOTE: Total Budget for Fireworks, Tax, \$10 Mil. Insurance & Delivery - \$6,000.00**

# CERTIFICATE OF LIABILITY INSURANCE

DATE: 2/4/2016

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).

<b>PRODUCER:</b> Coverage is independently procured by the Insured For questions related to this certificate contact: <b>Strategic Risk Solutions (Cayman) LTD</b> Caribbean Plaza, 2 <sup>nd</sup> Floor, North Building 878 West Bay Rd P.O. Box 1159 Grand Cayman KY1-1102 Cayman Islands	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Isabel Mettetal</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 345-623-4750</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> isabel.mettetal@srsmail.com</td> </tr> <tr> <td colspan="2"><b>PRODUCER CUSTOMER ID #:</b></td> </tr> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Banner Indemnity Ltd.</td> <td></td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Isabel Mettetal		<b>PHONE (A/C, No, Ext):</b> 345-623-4750	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> isabel.mettetal@srsmail.com		<b>PRODUCER CUSTOMER ID #:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Banner Indemnity Ltd.		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b> Isabel Mettetal																							
<b>PHONE (A/C, No, Ext):</b> 345-623-4750	<b>FAX (A/C, No):</b>																						
<b>E-MAIL ADDRESS:</b> isabel.mettetal@srsmail.com																							
<b>PRODUCER CUSTOMER ID #:</b>																							
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>																						
<b>INSURER A:</b> Banner Indemnity Ltd.																							
<b>INSURER B:</b>																							
<b>INSURER C:</b>																							
<b>INSURER D:</b>																							
<b>INSURER E:</b>																							
<b>INSURER F:</b>																							
<b>INSURED</b>  <b>Banner Health</b> Attn: Risk Management 2901 N Central Avenue Suite #160 Phoenix, AZ 85012 Tel: 602 747-4799																							

**COVERAGES** **CERTIFICATE NUMBER:** **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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY			INTEG2015	07/01/2015	07/01/2016	EACH CLAIM
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each occurrence)
	X	CLAIMS-MADE	OCCUR				MED EXP (Any one person)
	PROFESSIONAL LIABILITY						PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
		POLICY	PROJECT				LOC
							<b>\$10,000,000</b>
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Each accident)
ANY AUTO							BODILY INJURY (Per person)
ALL OWNED AUTOS							BODILY INJURY (Per accident)
SCHEDULED AUTOS							PROPERTY DAMAGE (Per accident)
HIRED AUTOS							
NON-OWNED AUTOS							
UMBRELLA LIAB OCCUR							EACH OCCURRENCE
EXCESS LIAB CLAIMS-MADE							AGGREGATE
DEDUCTIBLE \$							
RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							E.L. EACH ACCIDENT
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT
							\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):** Banner Health has arranged to extend coverage to:  
 ENTECH  
 7300 West Detroit Street  
 Chandler, AZ 85226

<b>CERTIFICATE HOLDER</b>  <b>ENTECH</b> 7300 West Detroit Street Chandler, AZ 85226	<b>CANCELLATION</b> 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  
--	---

