

Hale Artificier, Inc.
Fireworks and Pyrotechnics
Fireworks Display Contract

This contract and agreement, for the sale and display of fireworks made and concluded this 8th day of June, year of 2015 A.D., by and between Hale Artificier, Inc. of Lexington, North Carolina, hereinafter referred to as "Hale Artificier" and Kiwanis of Eden, NC, P.O. Box 381, Eden, NC 27288 hereinafter referred to as "Client".

Witnesseth: For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties of this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions and payments of this contract.

1.0 - DISPLAY

1.1 - Hale Artificier agrees to sell, provide and deliver to the Client fireworks, presented in an attached document(s) labeled "Display Package", to be exhibited at the designated site, presented in the attached document(s) labeled "Display Site", which are set forth and agreed upon at the time of the signing of this agreement and incorporated herein.

1.2 - Fireworks are to be provided for display on the event date(s) of: Saturday, July 4, 2015.

In the event of Fire, Strikes, Delay, Flood, Acts of God, or other causes beyond the control of Hale Artificier, which prevents the delivery of said fireworks the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

1.3 - It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date(s), a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest possible manner without any deduction from the hereinafter named compensation.

It is agreed that the first possible postponement/Rain Date will be: Sunday, July 5, 2015.

1.4 - If, due to the occurrence of a contingency as described above, with the aforementioned date(s) it is in Hale Artificier's reasonable judgement, impossible or impracticable to present the display at the date(s) and time(s) specified, Hale Artificier and Client will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the day following the scheduled exhibition and Hale Artificier personnel and equipment are required to return to their original point of origin the Client shall be obligated to pay an additional charge for transportation and travel of materials and personnel to the display site not to exceed fifteen percent (15%) of the Contract price. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event the Client shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by the Client shall be forthwith returned to the Client, LESS any and all reasonable costs and expenses incurred by Hale Artificier in the anticipation of presenting said display, including, but not limited to, costs associated with setup and takedown of equipment, and transportation of materials and Hale Artificier personnel.

2.0 - SAFETY AND SECURITY

2.1 - Hale Artificier agrees to provide for the display, TWO or more Trained Pyrotechnicians as personnel to present the said display. Client agrees to procure and provide a suitable place to display the said fireworks, and secure all applicable Local, State and Federal Permits, licenses, and approvals. Client is also to provide for any and all necessary Law Enforcement, Fire Code Officials, and Fire Prevention Personnel. In the event "Hale Artificier incurs additional costs for securing said permits, licenses, approvals, or has to hire Law Enforcement or Fire Prevention Personnel, the Client will reimburse said costs to Hale Artificier.

2.2 - Client or the Sponsoring Agency shall provide ample Law Enforcement and Fire Prevention and Control for Hale Artificier for the protection of its property and the execution of the fireworks exhibition without the interference from the Public.

2.3 - Client shall provide and set up posted restraining lines pursuant to the instructions supplied by Hale Artificier and in compliance to all rules, order, and regulations or the National Fire Protection Association (NFPA). Inside this perimeter is hereinafter referred to the "Security Zone". Outside this perimeter is hereinafter referred to the "Safety Zone". It is further agreed and understood by the parties hereto that the said minimum spectator viewing, parking, dwellings and fallout area(s) shall be in compliance with the National Fire Protection Association (NFPA) 1123 code for Outdoor Display of Fireworks, as amended. Hale Artificier will not be responsible for, or pay for any property damage of personal injuries that occur from non-compliance of said code and its safety distances. Hale Artificier is not responsible for damages to any public or private property in this area and also any other area where similar damages occur due to wind velocity or changes in wind direction.

2.4 - Client also agrees to provide adequate security personnel and protection to preclude all individuals other than those authorized by Hale Artificier from entering the Security Zone. In the event that Client desires to have designated representatives within the Security Zone, before, during and after said exhibition, appropriate waiver (s) of liability must be executed for each individual.

2.5 - No unauthorized personal property of any kind, including, but not limited to motor vehicles shall be allowed within the Security Zone. Prior to, during and immediately following the display of fireworks, Client shall be solely responsible to secure access and maintain the perimeter of the Security Zone, keeping all unauthorized persons out of the Security Zone.

Client shall hold Hale Artificier harmless and indemnify Hale Artificier from any liability, including claims against Certificate(s) of Insurance or Bond, because of Client's breach of this paragraph.

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3.0 - COMPENSATION

- 3.1 - Client agrees to compensate Hale Artificier the sum \$ 8,000.00 (Eight Thousand Dollars) for the said fireworks display(s). Unless otherwise stipulated in this contract, as an addendum, Payment is to be made in two parts, Fifty Percent (50%) of the total sum at the signing of this agreement and the remaining balance of contract within ten (10) days after the completion of the fireworks display. Interest will be charges for any late payment on the contract price at a rate of three and one-half percent (3.5%) per month until final debt has been paid. In the event an attorney is employed to enforce collection of any sums due under this contract, Client agrees to pay all costs and expensed of collections including all attorney's fees incurred by Hale Artificier.
- 3.2 - In the event additional sums are due Hale Artificier as agreed to herein, including, but not limited to reimbursement of expenses, payment is due within thirty (30) days after completion of fireworks display(s)
- 3.3 - All payments shall be made by draft or certified check payable to the order of Hale Artificier, unless otherwise specified and authorized in writing, and NO CASH shall be paid to agents or employees of Hale Artificier without written authority.
- 3.4 - In the event that Client elects to cancel the fireworks display, Client must provide Hale Artificier written notice by registered mail of it's election to cancel not less than 30 days prior to date of fireworks display. Hale Artificier shall retain from the first sections of payment and Client agrees to pay Hale Artificier, a MINIMUM of \$500, or Fifteen percent (15%) of total contract price, whichever is greater, as liquidated damages.
- 3.5 - If, for ANY reason, other than as previously defined in this contract in sections 1.1 through 1.4, Client elects to cancel fireworks display at the "last minute" which will be defined as within 48 hours prior to the named display date and time, then Client is obligated to pay the full compensation price in sections 3.1, irregardless of the cancellation notice designated in section 3.4 above.

4.0 - INDEMNIFICATION

- 4.1 - Client shall indemnify Hale Artificier against any and all liability to any person or persons for, or by reason of, any condition which is the responsibility of the Client in connection with the exhibition, and against any and all liability to any person or persons by any act of omission of Client or any of its agents, servants, or employees.
- 4.2 - Hale Artificier agrees to indemnify Client against any and all liability to any person or persons for, or by reason of, any conditions which is the responsibility of Hale Artificier in connection with the exhibition, and against any and all liability to any person or persons by any act of omission of Hale Artificier or any of its agents, servants or employees.
- 4.3 - Hale Artificier agrees to provide attached documents presenting proof of Liability Insurance obtained for the exhibition in the amount complying with local regulations.
- 4.4 - For displays on properties owned by the State of North Carolina, Hale Artificier, Inc. does indemni=fy and hold harmless the State of North Carolina for the duration of any activities related to this fireworks program.

5.0 - OTHER COVENANTS

- 5.1 - Client agrees to indicate that Hale Artificier is the organization responsible for exhibiting the fireworks on the said date(s) in all advertisements, billings and public relations materials.
- 5.2 - Regardless of place of contracting, performance or otherwise, it is hereby stipulated that this agreement is to be construed and governed by the laws of the State of North Carolina.
- 5.3 - This agreement shall not be notified or rescinded except by written instrument signed by authorizes representative(s) of Client and Hale Artificier.
- 5.4 - This contract shall not be construed to create a partnership between the parties or persons mentioned herein.

6.0 - SPECIAL CONDITIONS

- 6.1 - All displays are to be permitted through the Office of the Local County Fire Marshal, unless as otherwise provided for in the General Statutes of the State of North Carolina.
- 6.2 - The exact location of the fireworks display shall be Grounds at Morehead High School

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS TO THIS AGREEMENT IN DUPLICATE THIS 8 DAY OF June, IN THE YEAR 2015.

CLIENT

BY: [Signature]

signature

Kenneth W. Kirkman
printed name/title

witness

HALE ARTIFICIER

BY: Jeffrey A. Hale

signature

Jeffrey A. Hale, President
printed name/title

witness