



566 Theatre Rd. PO Box 179, St. Benedict, PA 15773 / 814-344-9200 / 800-806-4486 / www.starfirecorporation.com

FIREWORKS DISPLAY CONTRACT

Customer: City of Long Beach

Display Date/Time: July 7, 2023 at 9:00 PM

Display Site: 1 West Chester Street, Long Beach,
New York 11561

Company Contract No.: 2023-502

This Contract made by and between Starfire Corporation, whose address is 566 Theatre Rd. St. Benedict, PA (hereinafter "Company"); and City of Long Beach whose address is 1 West Chester Street, Long Beach, New York 11561 (hereinafter "Customer") (collectively the "Parties" and individually each a "Party") is made effective as of May 13, 2023. ("Effective Date")

WHEREAS Company designs, produces, and conducts fireworks displays; and

WHEREAS Customer wishes to engage Company for the design, production, and performance of a fireworks display on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth herein, the Parties hereby mutually agree as follows, each intending to be legally bound:

1. Fireworks Display:

- A. On the Display Date at the Display Site, Company shall provide fireworks and related equipment referred to as the "Display."
- B. Start and Stop Times: The start times are best estimates depending upon location and other reasonable variables. Start and stop time may also be determined by the governmental authorities having jurisdiction over the display. The Company Pyrotechnician in Charge has the authority to delay or may at any time temporarily discontinue the discharge of fireworks for any reason.
- C. Company shall designate a pyrotechnician to be its "Pyrotechnician in Charge" who is trained to present the Display.
- D. Alternate Date: (if mutually agreed to by the Parties): July 8, 2023

2. Costs and Payments:

Display Price \$ 40,000

- A. Payment Due w/ 7 days of Contract Signing **\$20,000**
- B. Payment Due at 30 Days following invoice issued after the display Date **\$20,000**

3. **Postponement/Rescheduling:** Any request made by Customer for rescheduling/canceling shall be directed to HELP@starfirecorporation.com or by phone 800-806-4486.

- A. If the Display is postponed/rescheduled (1) by reason of inclement weather, (2) determination by the governmental authority having jurisdiction, (3) as the result of any unsafe condition in the sole discretion of Company, or (4) for any other reason beyond the control of Company, the Display shall be re-scheduled to the Alternate Date set forth above, or mutually agreed upon by the Parties. If no Alternate Date is set or Alternate Date is Cancelled, the Customer has to reschedule within 6 months of the original Display Date.
- B. **Postponement/Rescheduling Fee.** In the event a postponement/rescheduling is necessary a postponement/rescheduling fee will be based on the table below.

Description	% Of Fireworks Display Price	Additional Costs
If notified before 12:01 AM on Display date	10%	Any 3 rd Party Vendor Expenses
If notified after 12:01 AM on Display date	15%	Any 3 rd Party Vendor Expenses
Once Starfire arrives on site	20%	Any 3 rd Party Vendor Expenses

C. It is understood and agreed that Company shall have no obligation to reschedule a display except as required in Paragraph 3(A) above and as specifically set forth in this Contract.

4. **Customer Responsibilities:**

- A. Customer is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display. Customer is responsible for any additional marine costs, barge rentals and movement of barges, and corresponding costs and fees; city permit/escort fees; County /State/PD/FD/FM fees; local, town permit fees, and any related costs or fees. Customer shall also be responsible for all costs associated with its Security and Safety obligation set forth in Article 5.
- B. **Customer's Designated Agent:** Customer shall designate a Customer's Agent ("Agent") to whom all questions and inquiries shall be relayed. Agent shall be the only individual authorized to make decisions on behalf of Customer or to request rescheduling of the Display. Company shall have the right to rely upon and act in accordance with the directions and decisions made by Agent. Furthermore, Customer shall indemnify, defend, and hold Company harmless for any reasonable actions or inactions taken at the direction of Agent.

CUSTOMER DESIGNATED AGENT: Kerry Troy

PHONE: 516-297-6049

EMAIL: lbevents@longbeachny.gov

Permits: It is the Company's responsibility to contact Customer's State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain all necessary Display permits.

C. Security and Safety Obligations as set forth more fully in Article 5.

D. **Coast Guard Permits (where necessary and required):**

If the Display is to occur on or near the water, the following may be required: (Requests for permits must be filed at least 135 days prior to the Display Date:

- i. Coast Guard Application and Permit to Handle Hazardous Materials.
- ii. Coast Guard Marine Event Permit.

E. **After Display:** Following the Display, Customer shall be responsible for cleaning and policing of the Display Site and surrounding area. Customer shall provide trash removal of cardboard boxes, broken lumber, etc. Company is responsible for cleanup for immediate work area only.

5. Security and Safety:

A. Company shall designate a pyrotechnician to be its "Pyrotechnician in Charge" who is trained to present the Display.

B. Customer shall provide and maintain sufficient Security before, during and after the Display until the Pyrotechnician in Charge declares the area clear. "Security" shall include, but not be limited to, all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by Company. Security must be provided for the Display trucks, and to maintain a fire safety zone at the staging area from the arrival of the trucks to the departure of the trucks, which may include the day prior to, or following day.

C. Customer shall also provide and maintain an area clear of any temporary structures, cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone ("FSZ") during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the Pyrotechnician in Charge. The Parties agree that Company will cease all fireworks discharge due to any security breach of the FSZ. Company shall not be responsible for personal injury, or property damage occurring within the FSZ because of the Customer's failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123, which are only minimum standards of distances.

Customer acknowledges and agrees that Company's responsibilities are limited to the Display and that Company is relying on Customer to maintain the FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations, and ordinances pertaining to the implementation of any and all security measures at the Display Site.

D. Site Inspections: Any site inspections by or on behalf of Customer shall be in accordance with the current edition of NFPA 1123 and under the direct supervision of the Pyrotechnician in Charge. Inspections shall not in any way interfere with the safety, setup, or schedule of the preparation for and disassembly after the Display. The Pyrotechnician in Charge may, in his sole discretion, cancel any inspection that, in his opinion, may compromise the safety of the setup or the Display or the setup schedule. The Pyrotechnician in Charge may at any time temporarily discontinue the discharge of fireworks for any reason.

6. **Force Majeure**: Company shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, act of God, pandemics, or any other similar causes beyond its reasonable control.

7. **Publicity**: Customer shall give Company program credit as the sole fireworks supplier and producer in all press releases, marketing literature, online advertising, or any other program announcements, printed or otherwise.

8. **Government Regulations**: This Contract and Company's obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations, and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by Customer prior to the Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the Display or in the event Customer's permit in any way limits or restricts the sale, performance or operation of the Display, Company shall limit or restrict its performance or the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Customer permit.

9. **Substitutions**: Company shall have the right, at its discretion, to make minor modifications or substitute any fireworks it deems necessary provided same does not materially detract from the aesthetic value or overall quality of the Display. This includes, but is not limited to, shell sizes,

quantities, types, and brand names. Any substitutions shall in no way result in or entitle Customer to a reduction or abatement of the full Display Price.

10. **Governing Law and Dispute Resolution:** This Contract shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. All disputes, differences, or any other type of controversy arising out of or in relation to this Contract, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in Nassau County, New York, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final, and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Contract, nor to make any award which by its terms effects any such alteration or modification. Either Party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment, or replevin, pending the determination of any claim or controversy in arbitration.
11. **Binding Effect:** This Contract shall not be binding on Company until (1) executed by Customer and (2) Company is in receipt of the Down Payment required hereunder.
12. **Bankruptcy:** If Customer becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Customer or if a receiver is appointed for Customer, Company may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Customer. If Customer has a material change in financial status as reasonably determined by Company, then Company may require Customer to deposit the balance of the Display Price in escrow or provide sufficient proof of its ability to pay the balance of the Display Price.
13. **Signatures:** This Contract may be executed by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Execution and delivery of a counterpart of this Contract (i) by portable document format ("PDF") copy bearing the PDF signature of a duly authorized officer of either Party hereto, whether delivered by facsimile, e-mail, or physical delivery service ("PDF Signature"), or (ii) by electronic signature of a duly authorized officer of any Party hereto, pursuant to electronic signature procedures Company may establish from time to time ("Electronic Signature"), shall be equally as effective as delivery of a manually executed counterpart of this Contract and shall constitute a valid and binding execution and delivery of this Contract by such Party. The Parties agree that (a) each PDF Signature and/or Electronic Signature of such party will be enforceable to the same extent as a manual signature, whether in court or otherwise and (b) such party will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of its PDF Signature or Electronic Signature.
14. **Insurance and Indemnity:** Company agrees to procure Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include the City of Long Beach as an additional insured. Company shall provide proof of insurance within fifteen (15) days of full execution of this Agreement. Company agrees to the fullest extent permitted by law, defend, indemnify and hold harmless the City of Long Beach, its officers, employees, and/or agents, City Council, both individually and as a collective Board from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, arising directly out of any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by Company, its subcontractors or its agents. This shall not include claims resulting from the negligence, gross negligence or willful misconduct of the City of Long Beach.

Customer shall list below the additional insured, as they should appear on the insurance certificate. All individuals/entities listed on the certificate will be deemed an additional insured per this contract. The additional Insured(s) shall appear on the Certificate of Insurance as follows: "City of Long Beach New York, its agents, employees, and elected officials".

15. General Provisions:

- A. This Contract and addendums constitute the entire Contract between the Parties relating to the subject matter hereof, and may not be changed, modified, renewed, or extended except by a written Contract signed by both Parties. Customer acknowledges and agrees that Company has not made any representations or warranties except those specifically set forth in this Contract. Should any clause, section, or part of this Contract be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this Contract which can be affected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- B. It is specifically understood to read that Company shall not be responsible in any way if any third-party service with which Company has contracted for service fails to perform and the display cannot proceed as planned.
- C. This Contract, and the rights and obligations of the Parties hereunder, shall be binding and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. Company may assign any or all its rights and obligations under this Contract or subcontract or delegate any or all its obligations hereunder. Customer may not assign any of its rights and obligations under this Contract without the prior written consent of Company.

The authorized representatives of Parties hereby agree to the terms and conditions of this Contract as of the Effective Date.

CUSTOMER:

City of Long Beach

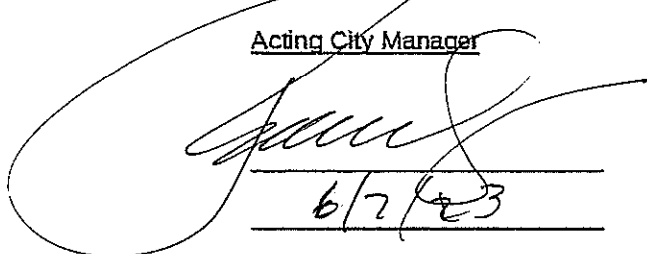
Printed Name:

Ronald J. Walsh Jr.

Authorized Representative Title:

Acting City Manager

Signature:



Date:

6/7/23

COMPANY:

STARFIRE CORPORATION

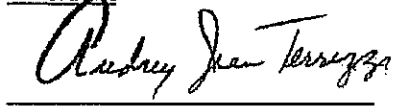
Printed Name:

Audrey Jean Terrizzi

Authorized Representative Title:

President

Signature:



Date:

5-18-23

DISPLAY DATE: 7/7/23



566 Theater Rd. P.O. Box 179
St. Benedict, PA 15773
Phone: 800-806-4486 Fax: 814-344-9222

INVOICE DATE: 3/13/23

Customer Name: City of Long Beach
Address: 700 Magnolia Blvd. Long Beach, NY 11561
Email: lbevents@longbeachny.gov

COMMENTS OR SPECIAL INSTRUCTIONS:

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Fireworks Display Payment Due w/ 7 days of Contract Signing	\$20,000	\$20,000
	50% Down Payment		
		SUBTOTAL	\$20,000
		TOTAL DUE	\$20,000

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us (814) 344-9200 for payment processing

ACH or Wire Remittance Information: CNB Bank
1808 Bigler Avenue
P.O. Box 579
Northern Cambria, PA 15714
Bank Account Number: 6136162
Bank Routing Number: 031306278

If paying by check please make all checks payable to **STARFIRE CORPORATION**

If you have any other questions, please contact Starfire Corporation 800-806-4486.

THANK YOU FOR YOUR BUSINESS!



DISPLAY DATE: 7/7/23

566 Theater Rd. P.O. Box 179
 St. Benedict, PA 15773
 Phone: 800-806-4486 Fax: 814-344-9222

Customer Name: Disability Options Network
Address: 101 South Mercer St. Ste. 210,
 New Castle, PA 16101
Email: svendemia@donservices.org

INVOICE DATE: 6/3/23

COMMENTS OR SPECIAL INSTRUCTIONS:

	Fireworks Display Payment	UNIT PRICE	TOTAL
1	Payment Due 30 Days Following Final Invoice issued After the Display Date	\$20,000	\$20,000
	50% Balance Due		
		SUBTOTAL	\$20,000
		TOTAL DUE	\$20,000

Payments can be submitted electronically via check, Bank Wire or by Credit card. There is a 3.5% fee on all credit card transactions. Please contact us (814) 344-9200 for payment processing

ACH or Wire Remittance Information: CNB Bank
 1808 Bigler Avenue
 P.O. Box 579
 Northern Cambria, PA 15714
 Bank Account Number: 6136162
 Bank Routing Number: 031306278

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If you have any other questions, please contact Starfire Corporation 800-806-4486.

THANK YOU FOR YOUR BUSINESS!