



This Contract is made this 22nd Day of November 2019 by and between The Town of Boonsboro, MD and Epic Pyrotechnics LLC with its principal address of 400 E. Pleasant Valley Blvd. Altoona, Pa. 16602.

Whereas, Epic Pyrotechnics is to provide the Sponsor with a fireworks exhibition and display for the benefit of the Sponsor under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1) Display

Epic Pyrotechnics will sell and provide to the sponsor certain fireworks which Epic Pyrotechnics agrees to exhibit and display on July 3rd 2020 (Rain Date July 5th, 2020) in accordance with the program set forth and agreed upon at the time of signing of this contract.

2) Responsibilities

Epic Pyrotechnics and the Sponsor will work together with all tasks related to the fireworks display. These tasks include but are not limited to, Providing a safe and secure shoot site, applying for and obtaining all necessary permits, licensing, and approvals required by all applicable local, state, and federal laws as well as any local police and fire departments. Epic Pyrotechnics and the sponsor will fulfil their responsibilities as set forth herein in accordance with all local, state, and federal rules, laws, orders, and regulations, including those of the National Fire Protection Association (NFPA)

3) Payment Schedule

For and in consideration of the fireworks display, sponsor agrees to pay Epic Pyrotechnics LLC the sum of \$5,500.00 paid as follows: 1)10% upon signing this contract, additional 40% No less than 45 days prior to the contracted shoot date and the remaining balance to be paid the day of the shoot, upon arrival, unless other arrangements were made prior to the signing of this contract. Sponsor agrees to pay interest in the amount of 1.5% monthly on any delinquent balances of the contract price until paid in full. Payment shall be made by certified check or otherwise agreed upon by Epic Pyrotechnics LLC. at 400 E. Pleasant Valley Blvd. Altoona, Pa 16602. Furthermore, in the event that the sponsor fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Epic Pyrotechnics LLC. to enforce its rights by hiring an attorney, sponsor shall be responsible for all attorney's fees and costs incurred by Epic Pyrotechnics to collect said sums.

4) Limitation of Liability and Indemnification

Sponsor shall indemnify, defend, and hold Epic Pyrotechnics LLC. and its shareholders, directors, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgements or liability (including, without limitation the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real or personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contact or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of the Sponsor to comply with its obligations and responsibilities as set forth herein. Epic Pyrotechnics LLC shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action judgements or liability (including, without limitation, the cost of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contact or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Epic Pyrotechnics LLC or its employees, agents, contractors or representatives. Sponsor shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Epic Pyrotechnics LLC, including , without limitation, loss of income, business or profit.

5) Postponement

In the event that weather is such that Epic Pyrotechnics LLC, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the mutually satisfactory postponement time and/or date is beyond the day following the scheduled Fireworks Display and it is impracticable for the personnel and equipment of Epic Pyrotechnics LLC to remain at Sponsor's location until the rescheduled Fireworks Display date, then Sponsor shall pay the actual expenses incurred by Epic Pyrotechnics LLC related to the postponement, which shall not exceed 50 percent (50%) of the contract price. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of display, additional taxes or surcharges, or any other additional expenses that incurred prior to and/or as a result of the postponement or cancelation.

6) Cancellation

If (a) Sponsor cancels this contract for any reason, or (b) Epic Pyrotechnics LLC is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of the Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by the Sponsor to Epic Pyrotechnics LLC

as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event the Fireworks Display is cancelled no more than thirty (30) days and no less than four (4) days before the Contract, fifty percent (50%) of the Contract Price; c. If the Fireworks Display is cancelled no more than three (3) days but before the day scheduled for the Fireworks Display, seventy-five percent (75%) of the Contract Price; or d. On the day scheduled for the Fireworks Display, one hundred percent (100%) of the Contract Price.

In the event that Sponsor chooses to terminate Contract, it shall do so by written notice via certified mail addressed to Epic Pyrotechnics LLC, 400 E. Pleasant Valley Blvd, Altoona PA 16602. Notice shall be effective upon receipt of said written notice by Epic Pyrotechnics LLC. Except as provided in Section 5 above with respect to weather postponement, in the event of circumstances beyond of either party, such as fire, strikes, delay, acts of God or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein.

7) Legal Construction

If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then (a.) the same shall not affect other terms or provisions of this Contract; and (b) such terms or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent of the intent and agreements of the parties set forth herein.

8) Entire Agreement

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Epic Pyrotechnics LLC:

By: _____.

Its: _____.

Sponsor:

By: _____.

Its: _____.