



1605 Crescent Circle, Suite 200, Carrollton, Texas 75006  
Phone: 972-245-7976 | Fax: 972-245-7977 | IlluminationFireworks.com

*Mark Tolar*  
*Firework event*

### FIREWORKS DISPLAY CONTRACT

This contract entered into this 10<sup>th</sup> day of March 2016, by and between Taylor County Country Church & FBC Woodville (herein, the Client/Sponsor) and Illumination Fireworks, LLC (herein, Illumination), engages the services of Illumination to produce and perform a pyrotechnic display (herein the display) under the following terms:

1. The cost of the display, including known applicable fees, as more specifically described in section four (4), shall be \$8,500 including estimated government fees. At the time of signing of this Contract, the Client shall pay a deposit, which is non refundable except as permitted by section three (3), in the amount of \$4,250, fifty percent (50%) of the total cost of the display including known applicable fees. The remaining balance must be paid within seven (7) calendar days after the pyrotechnic display is performed by Illumination on the date listed in section two (2). Client agrees to pay interest at the rate of 1.5% per month on any delinquent balance until paid in full.

2. The date of the display shall be Sunday, June 26, 2016. If the Client cancels the display four (4) or more days prior to the date listed in this section, the Client will automatically forfeit the deposit listed in section one (1). If the Client cancels the display three (3) or less days prior to the date listed in this section, the Client will automatically forfeit the entire cost of the display listed in section one (1).

3. The decision as to whether to proceed with the display based upon inclement weather, or the imminent threat of inclement weather, shall be made by a representative of Illumination. Illumination reserves the right to hand-fire the display if conditions warrant. By law, Illumination shall have complete authority to cancel the display if, in the reasonable opinion of Illumination, the health, safety, or well being of the pyrotechnicians and/or spectators would be jeopardized by proceeding with the display. In the event the display is cancelled due to inclement weather, and the client reschedules for an alternate date within two (2) months, at the availability of Illumination, the client will pay Illumination an additional twenty percent (20%) of the cost of the display plus applicable government fees. If the display is not rescheduled, the client will forfeit fifty percent (50%) of the cost of the display plus applicable government fees.

4. The Client is responsible for all fees and costs associated with obtaining all police, fire, and local and state permits. The Client is responsible for all fees and costs associated with obtaining all necessary police, fire and other appropriate protection necessary for proper crowd control, fire safety, security, and automobile parking. The Client shall allow sufficient time for Illumination to access and safely set up the display on site, while preventing access to persons not specifically approved by Illumination. The Client is responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the equipment and fireworks from Illumination.

*JTW* *MDJ* *AK* *DR*  
Initials: \_\_\_\_\_

**Addendum A**  
**SPECIFICATIONS OF SERVICES:**

**Estimated Length of Display:** 8 minutes

**Date of Event:** June 26, 2016

**Approximate Time of Display:** 8:40 p.m.

**Type of Display:** High-Level (1.3G)

**Display Location:** Tyler County Airport, County Road 2025, Woodville, TX, US, 75979

**Display Description:** an 8 minute High Level Fireworks display with a variety of colors and effects and with a finale. The show will be choreographed to a soundtrack approved by the client to be broadcast by the client. Illumination reserves the right to substitute display shells, both in size and type, for those of an equal or higher value based upon product availability, display site safety requirements, and overall show design.

**Display Cost:** \$8,450

**Estimated Fire Department Fees:** \$50 (State of Texas) + Local Fire Department Fees (if applicable)

**Total Cost:** \$8,500

**Customer On-Site Contact Information:**

**Name:** Jordan Wilson

**Cell Phone:** 409-328-7822

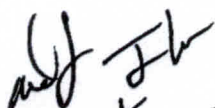
**Email Address:** jordan.wilson@setxsports.com

**Name:** Mark D. Tolar

**Cell Phone:** 409-623-2771

**Email Address:** mt4telk@aol.com

**Who Cues Start of Show?:** Jordan Wilson

  
**Initials:** RT DR

5. Illumination will conduct a pyrotechnic display in accordance with NFPA 1123 and NFPA 1126, as adopted by the State of Texas. Illumination shall provide qualified pyrotechnicians who will deliver, set-up, execute, and take down the pyrotechnic display. The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded fireworks. The extent of such search shall be reasonably dictated by such elements as prevailing weather conditions, time of completion of display, etc. In the event an after-display search is not conducted, Illumination will conduct a search within twenty-four (24) hours of the completion of the display. If any unexploded or defective fireworks are found, which were missed during the inspection of the preceding evening or twenty-four (24) hours thereafter, the Client shall immediately call Illumination and Illumination shall send pyrotechnicians to the location to dispose of said materials. Client understands that fireworks may produce a reasonable amount of debris during normal use. Illumination shall clear and dispose of all debris over twelve inches (12") in size. The clearing of all other debris is the responsibility of the Client.

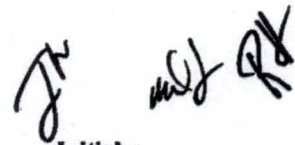
6. The Client explicitly acknowledges that safety of all persons and property in attendance is of utmost importance. The Client agrees to cooperate with all requests of Illumination in regards to safety and security for the duration of the date of the display, as described in section two (2) of this contract. The Client understands that any pyrotechnics or fireworks not supplied by Illumination, including sparklers, may not be distributed, ignited, or possessed at the location of the display, in the spectator area, or any other area at the event. In the event any provisions of this contract are violated, Illumination reserves the right to withdraw all equipment, fireworks, employees, personnel, and other property belonging to Illumination, and no refund will be given.

7. Illumination shall perform all services required hereunder, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond Illumination's control.

8. This Contract shall be governed by laws of the State of Texas. A court of competent jurisdiction within Tyler County, Texas shall be the proper venue for any action. In the event that any provision of this agreement is deemed unenforceable, the remaining provisions hereof shall remain in full force and effect. The Client shall pay to Illumination all costs and expenses, including reasonable attorneys fees, incurred by Illumination in enforcing the terms of this Contract.

9. Illumination shall provide general liability insurance in the amount of \$10,000,000. Tyler County Cowboy Church, First Baptist Church, Woodville, Texas and the County of Tyler will be named as Additional Insured on the Certificate of Insurance for the display.

10. Illumination will produce a pyrotechnic display as called for in this contract, being more specifically described in "Addendum A." This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral or executed in writing by the parties to be bound thereby. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract; any and all modifications to these terms shall be made in writing and become part of the agreement in its entirety.


  
Initials: \_\_\_\_\_ DR



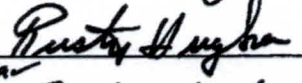
11. The Client understands that fireworks and pyrotechnics are explosives, inherently dangerous, and all associated risks of property and personal injury. The pyrotechnicians of Illumination are licensed professionals, and the display conducted by these professionals should never be attempted or duplicated by any non-licensed professional, anywhere, at anytime.




12. In the event music is played during the display, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all fees and costs associated with music performance licenses. Client understands that Illumination reserves the right to capture and record digital video or still photographs of their services at any time and place.

13. The party signing this document as the Client warrants and represents that he or she is authorized to enter into this agreement on behalf of the Client.

I have read and understand the above terms and conditions of this contract.

ILLUMINATION FIREWORKS, LLC  
Signature:   
Print Name: David Rosenbaum  
Title: President  
Date Signed: March, 18, 2016  
Phone: 972-245-7976  
Fax: 972-245-7977  
Address:  
1605 Crescent Circle, Suite 200  
Carrollton, Texas 75006  
Email: Info@IlluminationFireworks.com

 CLIENT:   
Signature:   
Print Name: Mark D. Tolson  
Print Name: Rusty Hughes  
Title: Commissioner  
Date Signed: March, 10<sup>th</sup>, 2016  
Phone: 409-623-2771  
Fax: 409-283-2590  
Address: 202 So Charlton St.  
Woodville, TX 75979  
Email: MT4elk@aol.com

    
Initials: \_\_\_\_\_ DR