

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into on the date of the last signatory noted below, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller" and City of Columbia, Missouri, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$38,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 4, 2021, at approximately 9:15 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Firing of Display.** Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
2. **Payment.** The Buyer shall pay to the Seller (*Check one of the below options.*):

_____ the sum of \$14,000.00 as a down payment upon execution of this Agreement. The balance of \$14,000.00 shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1.5 %) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$38,000.00 in full by June 30, 2021. The Buyer will receive the 8% prepayment bonus product in this fireworks display.

3. **Postponement/Cancellation.** Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.
4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of

July 5, 2021 or another date as agreed to by both parties. Once display setup has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditional shall rest within the sole discretion of the AHJ, Seller, and the lead pyro-technician.

5. **Insurance.** If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgment, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance or the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller and its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. **Buyer agrees to provide:**

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being

responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreement not stipulated in the Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of the Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.
10. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager

my pen & ink left hand

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 55205575-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director

J & M Displays, Inc.

By: *James J. Detken*

Name: James J. Detken

Title: C.E.O.

Date: 5-21-21



J&M Displays Proposal for: City of Columbia 38k

Opening

5 Inch Color Shells

Quantity Name Rising Effect

5 Red and Blue Dahlia with silver glitter

Category Shell Count: 5

Section Shell Count: 5

Flights

4 Inch Color Shells

Quantity Name Rising Effect

4 Colored Bees assorted

5 Golden kamuro to white strobe

Category Shell Count: 9

5 Inch Color Shells

Quantity Name Rising Effect

3 Golden kamuro to white strobe

Category Shell Count: 3

Section Shell Count: 12

Main Event

Ignition Items

Quantity Name Rising Effect

450 Igniter 3 meter leads

175 Igniter 4 meter leads

Category Shell Count: 0

3 Inch Color Shells

Quantity Name Rising Effect

2 Assortment B of 20 (5 report& 15 color) Patriotic shells ELECTRIC FIRE

1 Assortment P of 10 pairs (20 shells) of J&M Brand shells

2 Assortment Q of 20 different J&M Brand Shells ELECTRIC FIRE

2 Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE

Category Shell Count: 140



J&M Displays Proposal for: City of Columbia 38k

Main Event

4 Inch Color Shells

Quantity	Name	Rising Effect
4	CHANSHAN SHELL - Mixed color peony	
2	Crown to glittering	
2	Gold willow with color pistil	
2	Golden wave to green and purple chrysanthemum	
2	Red and Blue Dahlia with silver glitter	
2	Wave to variegated	
2	Blue to dark to red	
2	Brocade Crown with silver strobe pistils	
2	Brocade Waterfall to Blue	
2	Brocade Waterfall to Red	
2	Brocade Waterfall to White	
2	Color dahlia with silver strobe	
2	Glitter crossette	
4	Glittering willow	
2	Glittering willow with blue pistil	
2	Green Glitter to Purple bees	
2	Green ring inside brocade to purple ring	
2	Lemon and pink ring with crackling pistils	
2	Orange Crackling Willow Flower w/Green Strobe Pistil	
2	Pink and Lemon crossette	
2	Red Coco Crossette	
2	Six angle chrysanthemum	
2	Tracer assorted	
2	White strobe and red dahlia	
2	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	
2	Assortment U of 10 different J&M Brand shells ELECTRIC FIRE	
2	Assortment E of 20 different J&M Brand shells ELECTRIC FIRE	
1	Assortment S of 10 different pairs of J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 152

4 Inch Special Effect shells

Quantity	Name	Rising Effect
2	1/2 blue to green & 1/2 green to blue peony w/strobing pistil	
2	1/4 red/green/blue/yellow peony w/strobing pistil	
2	Blooming Flowers	
2	Blue to crackle w/ crackle pistil	
2	Double Crackle	
4	Ghost Orange to crackle peony	
2	Gold Strobe	
2	Golden strobing (spangle) chrysanthemum	
2	Golden wave to blue chrys	
2	Golden wave to lemon swimming	
2	Golden wave to red chrys	
2	Green strobe	
4	Heart Pattern, Red	
2	Artillery (cylinder)	
2	Blue stars with whistles (cylinder)	
4	Blue to Red to Crackling Ghost Lamp	
2	Golden wave to Green flying dragon	
2	Golden wave to Purple flying dragon	
2	Green and purple with silver serpents (cylinder)	
2	Lemon Glitter with Blue Chry	
2	Lemon and purple with artillery (cylinder)	
2	Silver tourbillions with report and orange peony ELECTRIC FIRE ONLY (cylinder)	



J&M Displays Proposal for: City of Columbia 38k

Main Event

4 Inch Special Effect shells Continued

Quantity	Name	Rising Effect
2	Silver whirl with report w/ red & blue stars	
2	Silver whirl with report w/ variegated stars	
2	Diamond screamer and red tailed thunder	
4	Lampare (ELECTRIC FIRE ONLY)	
1	Pixie Dust Willow with Green Go Getters	

Category Shell Count: 61

4 Inch Finales

Quantity	Name	Rising Effect
6	Color (rainbow) 8 shot finale chain	

Category Shell Count: 48

5 Inch Color Shells

Quantity	Name	Rising Effect
3	Blue star pattern	
2	Chartreuse pistil with sun ring	
2	Crackling Willow Flower w/Big Multicolor Pistil	
3	Fancy willow to crackle	
1	Glittering to sea blue saturn with willow ring	
3	Heart Pattern	
3	Red star pattern	
2	Ring to dark to peony assorted	
2	Rising Flowers to Glitter Silver to Blue to Red Chrysanthemum w/White Pistil	
2	Six Angle brocade crown	
1	Twitter glitter to red to blue with red strobe pistil	
3	White star pattern	
1	White with silver strobe pistil	
1	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	
1	Assortment Q of 10 different J&M Brand shells ELECTRIC FIRE	
2	Assortment Z of 10 different J&M Brand Shells ELECTRIC FIRE	
2	Assortment A of 15 Patriotic J&M shells ELECTRIC FIRE	
2	Assortment E of 15 different J&M Brand Shells ELECTRIC FIRE	
2	Assortment H of 15 different J&M Brand Shells ELECTRIC FIRE	
2	Assortment P of 10 Special J&M Brand pattern shells ELECTRIC FIRE	

Category Shell Count: 178

5 Inch Special Effect Shells

Quantity	Name	Rising Effect
1	Blooming Flowers	
1	Blue to Crackle w/crackle pistil	
2	Glitter Silver to Blue Chrysanthemum w/Red to White Strobe Pistil w/Silver Tail	
2	Glitter rays with magenta pistil	
1	Glittering silver to red chrys	
1	Glittering willow with red and blue dahlia pistils	
1	Golden wave to blue chrys	
2	Heart Pattern, Red to crackle	
2	Kamuro with Smile Face	
1	Nishiki kamuro to silver	
1	Palm to color strobe ring w/ 2 section time rain pis	
1	Multi-Angle Flower w/ Brocade Ring to Lemon Glittering Pistils	



J&M Displays Proposal for: City of Columbia 38k

Main Event

5 Inch Special Effect Shells Continued

Quantity	Name	Rising Effect
1	Red glitter w/ blue swimming	

Category Shell Count: 17

6 Inch Color Shells

Quantity	Name	Rising Effect
2	CHANSHAN SHELL - Mixed color peony	
1	Gold Glitter to color with pistil assorted	
1	Half green Half purple with orange pistil	
1	Purple peony with gold coco with green pistil	
1	Red and blue dahlia with silver glitter	
2	Blue to silver willow	
1	Chrysanthemum to blue to silver with red pistil	
2	Red crossette	
1	Assortment S of 9 different J&M Brand Shells	

Category Shell Count: 20

6 Inch Special Effect Shells

Quantity	Name	Rising Effect
1	1/2 blue to green 1/2 green to blue peony w/strobe pistil w/golden tail	
2	1/4 red green purple & yellow peony w/crossing rings w/crackling pistil	
1	Aqua magic peony w/smiling face	
1	Blooming Flowers	
1	Blue peony with double palm tree w/strobe pistil	
1	Glittering silver to blue to magenta to lemon chrys	
2	Glittering silver to green to red chrys	
2	Glittering willow with pink lemon and light blue pistil	
2	Golden palm tree w/golden strobe pistil w/gold tail	
2	Golden wave to green swimming	
1	Magenta to var. color strobe crossette	
1	Three pistils reddish gamboge to blue to golden chrys	

Category Shell Count: 17

Section Shell Count: 633

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	2.5" Display Shell Cake- Red White Blue finale 2.5" 36 shot	
2	2.5" Display Shell cake - Brocade Crown 36 shot	

Category Shell Count: 144



J&M Displays Proposal for: City of Columbia 38k

Finales

3 Inch Finales

Quantity	Name	Rising Effect
6	Color 10 Shot finale chain	
6	Color red white and blue peony 10 Shot finale chain	
6	Red salute and blue dahlia 10 Shot finale chain	
6	Report 10 Shot finale chain (343-B pink tails)	
6	Spiderweb 10 Shot finale chain	

Category Shell Count: 300

4 Inch Finales

Quantity	Name	Rising Effect
6	Long Duration 8 shot finale chain	
6	Red white and blue peony 8 shot finale chain	

Category Shell Count: 96

5 Inch Color Shells

Quantity	Name	Rising Effect
20	Glittering willow	

Category Shell Count: 20

Section Shell Count: 560

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
150	Igniter 5 meter leads	
1	Wire 22 gauge copper duplex 500 foot	

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

4 Inch Color Shells

Quantity	Name	Rising Effect
2	Rainbow crossette	

Category Shell Count: 2

5 Inch Color Shells

Quantity	Name	Rising Effect
2	Silver wave to Red ring with blue saturn	

Category Shell Count: 2



J&M Displays Proposal for: City of Columbia 38k

8% Free for Early Payment

6 Inch Color Shells

Quantity	Name	Rising Effect
1	Blue peony w/silver palm tree & red pistil	
3	Glittering silver to blue chrysanthemum	
3	Glittering silver to red chrysanthemum	
3	Glittering silver to white chrysanthemum	
5	Glittering willow	
2	White five-pointed star	

Category Shell Count: 17

6 Inch Special Effect Shells

Quantity	Name	Rising Effect
1	1/2 lemon 1/2 magenta peony w/crackling pistil w/blue chrys. tail	
1	Purple to crackling ghost peony	
2	Red magic peony w/smiling face	
1	Red yellow and green mixed meteor	

Category Shell Count: 5

Section Shell Count: 26

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	2.5" Display Shell cake - Rainbow peony 36 shot	

Category Shell Count: 72

4 Inch Color Shells

Quantity	Name	Rising Effect
4	Red green and blue moving stars	
1	Assortment S of 10 different pairs of J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 24

4 Inch Special Effect shells

Quantity	Name	Rising Effect
7	Hummer & Report (Cyl)	
5	Screaming with Color Moving Star (Green, Purple)	

Category Shell Count: 12

5 Inch Color Shells

Quantity	Name	Rising Effect
5	White strobe and red dahlia	
2	Assortment X of 10 different J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 25



J&M Displays Proposal for: City of Columbia 38k

15% Free for Multiple Year Agreement

6 Inch Special Effect Shells

Quantity	Name	Rising Effect
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1	Three pistils blue and red	
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Category Shell Count: 1

Section Shell Count: 134



J&M Displays Proposal for: City of Columbia 38k

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$38,000.00**

Total Shot Count: 1370

Packing Check: 1131

Date of Display: 07/04/21

Customer Number: 10264

Please Note the Following Comments:

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