

D&M Fireworks, LLC – Display Agreement

PO Box 503
Bally, PA 19503
610-656-1575

Carteret Borough, hereinafter referred to as the "CUSTOMER," hereby agrees to purchase a Firework Display(s) from D & M Fireworks LLC., hereinafter referred to as "DMF" on the terms and conditions set forth hereinafter.

DMF, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"). The date of the display will be **Thursday, July 3, 2025** ("the "Display Date").

CUSTOMER agrees to pay the sum of **\$14,700.00** ("Contract Price"). CUSTOMER agrees to pay a deposit of **\$7,350.00** upon execution of this contract. The balance of the Contract Price is due on the Display Date. A monthly service fee of 1 ½% shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by DMF for any amount due under this Agreement.

DMF and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date within three (3) months of the Display Date. If the show is rescheduled prior to DMF's truck leaving the facility, CUSTOMER may be charged an additional fee not to exceed \$300.00 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after DMF's truck leaves the facility, CUSTOMER will be charged an additional fee not to exceed 40% of the Contract Price for additional expenses incurred. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, DMF shall be entitled to 75% of the Contract Price.

DMF agrees to furnish all necessary fireworks display materials and personnel to set up, discharge, and break down the fireworks display. CUSTOMER shall be responsible for obtaining all permits and governing body resolutions required for the display. CUSTOMER is also responsible for providing fire protection for the display as per the local fire official's advice. CUSTOMER shall be responsible for all fees associated with regards to permits and fire protection.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **350 Feet** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar securement; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display.

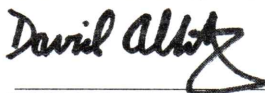
DMF will maintain general liability, property damage, transportation, and workers compensation insurance. All entities/individuals listed on the certificate of insurance provided by DMF will be deemed to be additional insureds on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

DMF will immediately, following the display, search the display area for any unexploded fireworks and safely dispose of any found. CUSTOMER shall be responsible for the cleanup of any small cardboard/paper fallout debris from the display; however, company personnel will dispose of the boxes brought to the site by the company. DMF reserves the right to substitute products in the Fireworks Display with products equal to or greater in value at its discretion. DMF shall not be responsible for events beyond its control, including but not limited to the weather, wind, or ocean conditions. If the display is set up, it will not be broken down, and in this event, the CUSTOMER shall provide 24-hour security for the site until DMF crew arrives the next day to fire the show. The sponsor shall bear responsibility for any costs related to this security.

CUSTOMER shall indemnify, defend and hold harmless DMF and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments, or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, or (b) the failure of CUSTOMER to comply with its obligations under this Agreement. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised, or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors, and assigns.

The parties' authorized representatives hereby agree to this Agreement's aforementioned terms and conditions on the date and year set forth below.

D & M Fireworks, LLC

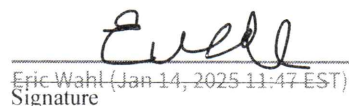


David Albitz

01/14/2025

Date

Carteret Borough


Eric Wahl (Jan 14, 2025 11:47 EST)
Signature

Eric Wahl

Name Printed

01/14/2025

Date

D&M Fireworks, LLC – Display Agreement

PO Box 503
Bally, PA 19503
610-656-1575

Carteret Borough, hereinafter referred to as the "CUSTOMER," hereby agrees to purchase a Firework Display(s) from D & M Fireworks LLC., hereinafter referred to as "DMF" on the terms and conditions set forth hereinafter.

DMF, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"). The date of the display will be **Saturday, July 26, 2025** ("the "Display Date").

CUSTOMER agrees to pay the sum of **\$6,300.00** ("Contract Price"). CUSTOMER agrees to pay a deposit of **\$3,150.00** upon execution of this contract. The balance of the Contract Price is due on the Display Date. A monthly service fee of 1 ½% shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by DMF for any amount due under this Agreement.

DMF and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date within three (3) months of the Display Date. If the show is rescheduled prior to DMF's truck leaving the facility, CUSTOMER may be charged an additional fee not to exceed \$300.00 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after DMF's truck leaves the facility, CUSTOMER will be charged an additional fee not to exceed 40% of the Contract Price for additional expenses incurred. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, DMF shall be entitled to 75% of the Contract Price.

DMF agrees to furnish all necessary fireworks display materials and personnel to set up, discharge, and break down the fireworks display. CUSTOMER shall be responsible for obtaining all permits and governing body resolutions required for the display. CUSTOMER is also responsible for providing fire protection for the display as per the local fire official's advice. CUSTOMER shall be responsible for all fees associated with regards to permits and fire protection.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **350 Feet** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar securement; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display.

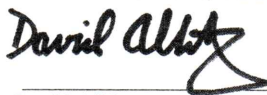
DMF will maintain general liability, property damage, transportation, and workers compensation insurance. All entities/individuals listed on the certificate of insurance provided by DMF will be deemed to be additional insureds on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

DMF will immediately, following the display, search the display area for any unexploded fireworks and safely dispose of any found. CUSTOMER shall be responsible for the cleanup of any small cardboard/paper fallout debris from the display; however, company personnel will dispose of the boxes brought to the site by the company. DMF reserves the right to substitute products in the Fireworks Display with products equal to or greater in value at its discretion. DMF shall not be responsible for events beyond its control, including but not limited to the weather, wind, or ocean conditions. If the display is set up, it will not be broken down, and in this event, the CUSTOMER shall provide 24-hour security for the site until DMF crew arrives the next day to fire the show. The sponsor shall bear responsibility for any costs related to this security.

CUSTOMER shall indemnify, defend and hold harmless DMF and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments, or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, or (b) the failure of CUSTOMER to comply with its obligations under this Agreement. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised, or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors, and assigns.

The parties' authorized representatives hereby agree to this Agreement's aforementioned terms and conditions on the date and year set forth below.

D & M Fireworks, LLC

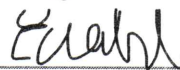


David Albitz

01/14/2025

Date

Carteret Borough



Eric Wahl (Jan 14, 2025 11:48 EST)
Signature

Eric Wahl

Name Printed

01/14/2025

Date

D&M Fireworks, LLC – Display Agreement

PO Box 503
Bally, PA 19503
610-656-1575

Carteret Borough, hereinafter referred to as the "CUSTOMER," hereby agrees to purchase a Firework Display(s) from D & M Fireworks LLC., hereinafter referred to as "DMF" on the terms and conditions set forth hereinafter.

DMF, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"). The date of the display will be **Wednesday, July 3, 2024** ("the "Display Date").

CUSTOMER agrees to pay the sum of **\$14,000.00** ("Contract Price"). CUSTOMER agrees to pay a deposit of **\$7,000.00** on the execution of this contract. The balance of the Contract Price is due on the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by DMF for any amount due under this Agreement.

DMF and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to DMF's truck leaving the facility, CUSTOMER may be charged an additional fee not to exceed **\$300.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after DMF's truck leaves the facility, CUSTOMER will be charged an additional fee not to exceed **\$2,000.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of DMF. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, DMF shall be entitled to 75% of the Contract Price.

DMF agrees to furnish all necessary fireworks display materials and personnel to set up, discharge, and break down the fireworks display. Should this display require any Union, permit, or fire department related costs, their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **350 Feet** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar securement; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display.

DMF will maintain general liability, property damage, transportation, and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance provided by DMF, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

DMF will immediately, following the display, search the display area for any unexploded fireworks and safely dispose of any found. DMF reserves the right to substitute products in the Fireworks Display with products equal to or greater in value at its discretion. DMF shall not be responsible for events beyond its control, including but not limited to the weather, wind, or ocean conditions. If the display is set up, it will not be broken down, and in this event, the CUSTOMER shall provide 24-hour security for the site until DMF crew arrives the next day to fire the show. The sponsor shall bear responsibility for any costs related to this security.

CUSTOMER shall indemnify, defend and hold harmless DMF and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of DMF's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised, or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors, and assigns.

The parties' authorized representatives hereby agree to this Agreement's aforementioned terms and conditions on the date and year set forth below.

D & M Fireworks, LLC



David Albitz

31/01/2024

Date

Carteret Borough


Mark Hruska (Jan 31, 2024 05:30 EST)

Signature

Mark Hruska

Name Printed

31/01/2024

Date

D&M Fireworks, LLC – Display Agreement

PO Box 503
Bally, PA 19503
610-656-1575

Carteret Borough, hereinafter referred to as the "CUSTOMER," hereby agrees to purchase a Firework Display(s) from D & M Fireworks LLC., hereinafter referred to as "DMF" on the terms and conditions set forth hereinafter.

DMF, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"). The date of the display will be **Saturday, July 27, 2024** ("the "Display Date").

CUSTOMER agrees to pay the sum of **\$6,000.00** ("Contract Price"). CUSTOMER agrees to pay a deposit of **\$3,000.00** on the execution of this contract. The balance of the Contract Price is due on the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by DMF for any amount due under this Agreement.

DMF and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to DMF's truck leaving the facility, CUSTOMER may be charged an additional fee not to exceed **\$300.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after DMF's truck leaves the facility, CUSTOMER will be charged an additional fee not to exceed **\$2,000.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of DMF. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, DMF shall be entitled to 75% of the Contract Price.

DMF agrees to furnish all necessary fireworks display materials and personnel to set up, discharge, and break down the fireworks display. Should this display require any Union, permit, or fire department related costs, their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **350 Feet** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar securement; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display.

DMF will maintain general liability, property damage, transportation, and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance provided by DMF, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

DMF will immediately, following the display, search the display area for any unexploded fireworks and safely dispose of any found. DMF reserves the right to substitute products in the Fireworks Display with products equal to or greater in value at its discretion. DMF shall not be responsible for events beyond its control, including but not limited to the weather, wind, or ocean conditions. If the display is set up, it will not be broken down, and in this event, the CUSTOMER shall provide 24-hour security for the site until DMF crew arrives the next day to fire the show. The sponsor shall bear responsibility for any costs related to this security.

CUSTOMER shall indemnify, defend and hold harmless DMF and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of DMF's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised, or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors, and assigns.

The parties' authorized representatives hereby agree to this Agreement's aforementioned terms and conditions on the date and year set forth below.

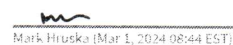
D & M Fireworks, LLC


David Albitz

03/01/2024

Date

Carteret Borough


Mark Hruska (Mar 1, 2024 08:44 EST)

Signature

Mark Hruska

Name Printed

03/01/2024

Date

D&M Fireworks, LLC.

P.O. Box 503, Bally, PA 19503

Phone: 610-656-1575

Email: dave@dmfireworks.com

DISPLAY CONTRACT

Carteret Borough, hereinafter referred to as the "sponsor," hereby agrees to purchase a firework display from D & M Fireworks LLC., hereinafter referred to as the "company" on the terms and conditions set forth hereinafter.

1. Purchase Price. The sponsor will pay the company the sum of **(\$14,000.00)** for the display; said sum to be paid as follows:

- a. The sum of **(\$7,000.00)** shall be paid to the company on the execution of this contract by the sponsor.
- b. The balance of the purchase price shall be paid to the company at the conclusion of the display on the display date. Payment should be given to the crew chief.
- c. Although the entire sum is due on the evening of the display, in the event the balance of the purchase price is not paid within ten days after the display date, all sums owed to the company for the display will bear interest at the rate of 1.5% per month until paid in full. In addition to the foregoing, the sponsor shall pay all of the costs of collecting any amount due hereunder incurred by the company, including reasonable attorney's fees and court costs. The aforementioned interest charge and collection costs, including attorney's fees, shall apply to any sum due pursuant to this contract's terms if not paid within ten days of its due date. The sponsor agrees that jurisdiction and venue for any such action shall be in Berks County, Pennsylvania. If there are any disputes or concerns about the provided display, they must be raised in writing within five working days, or the sponsor agrees that they will be waived.

2. Display Date. The date of the display will be **Saturday, July 1, 2023**. The rain date will be **TBD**.

3. Display Site. The sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA 1123 codes. Additionally, the site must be approved by the company and the authority having jurisdiction over the display.

4. Site Security. At its expense, the sponsor shall provide police and/or crowd security personnel, proper parking supervision, and ensure adequate patrol of the safety zone as marked and secured by the sponsor until the company crew chief advises that this is no longer necessary. Company personnel shall have control of the firing area during the display (although security shall continue to be the sponsor's responsibility). In the event any unauthorized persons or vehicles enter the safety zone, company personnel shall have the right to terminate the display. The sponsor shall be responsible for the cleanup of any small cardboard/paper fallout debris from the display; however, company personnel will dispose of the boxes brought to the site by the company. Immediately following the display, company personnel will search the display area for any unexploded fireworks and safely dispose of any found. The sponsor explicitly acknowledges that an early morning search of the grounds/location the morning after the display is of utmost importance. If any unexploded or defective fireworks are found that were missed during the inspection the preceding evening, the sponsor shall immediately call the company, and the company shall send pyrotechnicians to the location to dispose of said materials. The morning after search of the grounds shall be the sponsor's responsibility; this search shall be completed by personnel acceptable to the authority having jurisdiction.

5. Permits and Fire Protection. The sponsor shall be responsible for obtaining all permits and governing body resolutions required for the display. The sponsor is also responsible for providing fire protection for the display as per the local fire official's advice. The sponsor shall be responsible for all fees associated with regards to permits and fire protection.

6. Postponement. In the event that the weather is such that the company, authority having jurisdiction, and sponsor determine that the 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 this time, an attempt to reschedule the display shall be discussed to reach a mutually acceptable postponement date. In the event the postponement date is beyond the following day and/or it is impracticable for personnel and equipment of the company to remain at the sponsor's location until the rescheduled display date, then the sponsor shall pay the actual expenses incurred by the company related to the postponement, which shall not exceed forty percent (40%) of the purchase price. Actual expenses include but are not limited to administrative costs, rentals, labor, and travel expenses, or any other additional expenses incurred prior to and/or as a result of the postponement or cancellation. In the event a mutually satisfactory postponement date for the display cannot be reached and to occur within ninety (90) days of the original display date, this contract shall become null and void, and neither party shall have any further obligation or responsibility hereunder, provided, however, that in such event sponsor shall pay to the company a sum equal to seventy-five (75%) of the purchase price as liquidated damages.

7. Cancellation. If the sponsor cancels this contract for any reason, liquidated damages for such cancellation shall be paid by the sponsor to the company as follows: (a). In the event the display is canceled more than thirty (30) days before the date scheduled for the display, twenty-five (25%) of the amount of the purchase price: (b). In the event the display is canceled no more than thirty (30) days and no less than (4) days before the display date, fifty (50%) of the purchase price: (c). If the display is canceled no more than three (3) days but before the day scheduled for the display, seventy-five (75%) of the purchase price. (d). On the day scheduled for the display, one hundred percent (100%) of the purchase price.

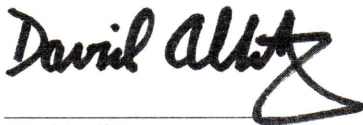
8. Insurance. The company shall provide proof of liability insurance in the amount of Five Million Dollars (\$5,000,000.00), workers compensation insurance, and vehicle insurance. Proof of insurances shall be provided to the sponsor when both parties execute this contract. The sponsor will be provided a certificate of insurance. All individuals/entities listed on the certificate will be deemed as an additional insured per this contract.

9. Personnel. The company shall provide sufficient trained personnel to set up, fire, and break down the display in a skillful manner.

10. Miscellaneous. The company reserves the right to substitute product in the show with product equal to or greater in value at its discretion. The company shall not be responsible for events beyond its control, including but not limited to the weather, wind, or ocean conditions. If the display is set up, it will not be broken down, and in this event, the sponsor shall provide 24-hour security for the site until the company crew arrives the next day to fire the show. The sponsor shall bear responsibility for any costs related to this security.

The parties' authorized representatives hereby agree to this contract's aforementioned terms and conditions on the date and year set forth below.

D & M Fireworks, LLC

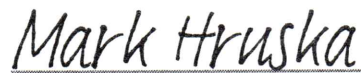


David Albitz

Jun 21, 2023

Date

Carteret Borough



Mark Hruska (Jun 21, 2023 10:54 EDT)

Signature

Mark Hruska

Name Printed

Jun 21, 2023

Date

D&M Fireworks, LLC.

P.O. Box 503, Bally, PA 19503

Phone: 610-656-1575

Email: dave@dmfireworks.com

DISPLAY CONTRACT

Carteret Borough, hereinafter referred to as the "sponsor," hereby agrees to purchase a firework display from D & M Fireworks LLC., hereinafter referred to as the "company" on the terms and conditions set forth hereinafter.

1. Purchase Price. The sponsor will pay the company the sum of **(\$6,000.00)** for the display; said sum is to be paid as follows:

- a. The sum of **(\$3,000.00)** shall be paid to the company on the execution of this contract by the sponsor.
- b. The balance of the purchase price shall be paid to the company at the conclusion of the display on the display date. Payment should be given to the crew chief.
- c. Although the entire sum is due on the evening of the display, in the event the balance of the purchase price is not paid within ten days after the display date, all sums owed to the company for the display will bear interest at the rate of 1.5% per month until paid in full. In addition to the foregoing, the sponsor shall pay all of the costs of collecting any amount due hereunder incurred by the company, including reasonable attorney's fees and court costs. The aforementioned interest charge and collection costs, including attorney's fees, shall apply to any sum due pursuant to this contract's terms if not paid within ten days of its due date. The sponsor agrees that jurisdiction and venue for any such action shall be in Berks County, Pennsylvania. If there are any disputes or concerns about the provided display, they must be raised in writing within five working days, or the sponsor agrees that they will be waived.

2. Display Date. The date of the display will be **Saturday, July 29, 2023**. The rain date will be **NONE**.

3. Display Site. The sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA 1123 codes. Additionally, the site must be approved by the company and the authority having jurisdiction over the display.

4. Site Security. At its expense, the sponsor shall provide police and/or crowd security personnel, proper parking supervision, and ensure adequate patrol of the safety zone as marked and secured by the sponsor until the company crew chief advises that this is no longer necessary. Company personnel shall have control of the firing area during the display (although security shall continue to be the sponsor's responsibility). In the event any unauthorized persons or vehicles enter the safety zone, company personnel shall have the right to terminate the display. The sponsor shall be responsible for the cleanup of any small cardboard/paper fallout debris from the display; however, company personnel will dispose of the boxes brought to the site by the company. Immediately following the display, company personnel will search the display area for any unexploded fireworks and safely dispose of any found. The sponsor explicitly acknowledges that an early morning search of the grounds/location the morning after the display is of utmost importance. If any unexploded or defective fireworks are found that were missed during the inspection the preceding evening, the sponsor shall immediately call the company, and the company shall send pyrotechnicians to the location to dispose of said materials. The morning after search of the grounds shall be the sponsor's responsibility; this search shall be completed by personnel acceptable to the authority having jurisdiction.

5. Permits and Fire Protection. The sponsor shall be responsible for obtaining all permits and governing body resolutions required for the display. The sponsor is also responsible for providing fire protection for the display as per the local fire official's advice. The sponsor shall be responsible for all fees associated with regards to permits and fire protection.

6. Postponement. In the event that the weather is such that the company, authority having jurisdiction, and sponsor determine that the 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 this time, an attempt to reschedule the display shall be discussed to reach a mutually acceptable postponement date. In the event the postponement date is beyond the following day and/or it is impracticable for personnel and equipment of the company to remain at the sponsor's location until the rescheduled display date, then the sponsor shall pay the actual expenses incurred by the company related to the postponement, which shall not exceed forty percent (40%) of the purchase price. Actual expenses include but are not limited to administrative costs, rentals, labor, and travel expenses, or any other additional expenses incurred prior to and/or as a result of the postponement or cancellation. In the event a mutually satisfactory postponement date for the display cannot be reached and to occur within ninety (90) days of the original display date, this contract shall become null and void, and neither party shall have any further obligation or responsibility hereunder, provided, however, that in such event sponsor shall pay to the company a sum equal to seventy-five (75%) of the purchase price as liquidated damages.

7. Cancellation. If the sponsor cancels this contract for any reason, liquidated damages for such cancellation shall be paid by the sponsor to the company as follows: (a). In the event the display is canceled more than thirty (30) days before the date scheduled for the display, twenty-five (25%) of the amount of the purchase price: (b). In the event the display is canceled no more than thirty (30) days and no less than (4) days before the display date, fifty (50%) of the purchase price: (c). If the display is canceled no more than three (3) days but before the day scheduled for the display, seventy-five (75%) of the purchase price. (d). On the day scheduled for the display, one hundred percent (100%) of the purchase price.

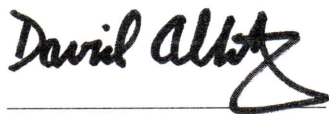
8. Insurance. The company shall provide proof of liability insurance in the amount of Five Million Dollars (\$5,000,000.00), workers compensation insurance, and vehicle insurance. Proof of insurances shall be provided to the sponsor when both parties execute this contract. The sponsor will be provided a certificate of insurance. All individuals/entities listed on the certificate will be deemed as an additional insured per this contract.

9. Personnel. The company shall provide sufficient trained personnel to set up, fire, and break down the display in a skillful manner.

10. Miscellaneous. The company reserves the right to substitute product in the show with product equal to or greater in value at its discretion. The company shall not be responsible for events beyond its control, including but not limited to the weather, wind, or ocean conditions. If the display is set up, it will not be broken down, and in this event, the sponsor shall provide 24-hour security for the site until the company crew arrives the next day to fire the show. The sponsor shall bear responsibility for any costs related to this security.

The parties' authorized representatives hereby agree to this contract's aforementioned terms and conditions on the date and year set forth below.

D & M Fireworks, LLC



David Albitz

Jun 27, 2023

Date

Carteret Borough



Mark Hruska (Jun 26, 2023 21:33 EDT)

Signature

Mark Hruska

Name Printed

Jun 26, 2023

Date

D&M Fireworks, LLC.

P.O. Box 503, Bally, PA 19503

Phone: 610-656-1575

Email: dave@dmfireworks.com

DISPLAY CONTRACT

Carteret Borough, hereinafter referred to as the "sponsor," hereby agrees to purchase three firework displays from D & M Fireworks LLC., hereinafter referred to as the "company" on the terms and conditions set forth hereinafter.

1. Purchase Price. The sponsor will pay the company the sum of (\$16,000) for July 2, 2022 display, (\$6,000) for July 30, 2022 display, and (\$7,500) for September 17, 2022 display **(\$29,500.00)** total for the displays; said sum to be paid as follows:

- a. The sum of **(\$14,750.00)** shall be paid to the company on the execution of this contract by the sponsor.
- b. The balance of the purchase price shall be paid to the company at the conclusion of the display on the display date. Payment should be given to the crew chief.
- c. Although the entire sum is due on the evening of the display, in the event the balance of the purchase price is not paid within ten days after the display date, all sums owed to the company for the display will bear interest at the rate of 1.5% per month until paid in full. In addition to the foregoing, the sponsor shall pay all of the costs of collecting any amount due hereunder incurred by the company, including reasonable attorney's fees and court costs. The aforementioned interest charge and collection costs, including attorney's fees, shall apply to any sum due pursuant to this contract's terms if not paid within ten days of its due date. The sponsor agrees that jurisdiction and venue for any such action shall be in Berks County, Pennsylvania. If there are any disputes or concerns about the provided display, they must be raised in writing within five working days, or the sponsor agrees that they will be waived.

2. Display Date. The date of the display will be **Saturday, July 2, 2022, Saturday, July 30, 2022, & Saturday, September 17, 2022.** The rain dates will be **TBD.**

3. Display Site. The sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA 1123 codes. Additionally, the site must be approved by the company and the authority having jurisdiction over the display.

4. Site Security. At its expense, the sponsor shall provide police and/or crowd security personnel, proper parking supervision, and ensure adequate patrol of the safety zone as marked and secured by the sponsor until the company crew chief advises that this is no longer necessary. Company personnel shall have control of the firing area during the display (although security shall continue to be the sponsor's responsibility). In the event any unauthorized persons or vehicles enter the safety zone, company personnel shall have the right to terminate the display. The sponsor shall be responsible for the cleanup of any small cardboard/paper fallout debris from the display; however, company personnel will dispose of the boxes brought to the site by the company. Immediately following the display, company personnel will search the display area for any unexploded fireworks and safely dispose of any found. The sponsor explicitly acknowledges that an early morning search of the grounds/location the morning after the display is of utmost importance. If any unexploded or defective fireworks are found that were missed during the inspection the preceding evening, the sponsor shall immediately call the company, and the company shall send pyrotechnicians to the location to dispose of said materials. The morning after search of the grounds shall be the sponsor's responsibility; this search shall be completed by personnel acceptable to the authority having jurisdiction.

5. Permits and Fire Protection. The sponsor shall be responsible for obtaining all permits and governing body resolutions required for the display. The sponsor is also responsible for providing fire protection for the display as per the local fire official's advice. The sponsor shall be responsible for all fees associated with regards to permits and fire protection.

6. Postponement. In the event that the weather is such that the company, authority having jurisdiction, and sponsor determine that the 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 this time, an attempt to reschedule the display shall be discussed to reach a mutually acceptable postponement date. In the event the postponement date is beyond the following day and/or it is impracticable for personnel and equipment of the company to remain at the sponsor's location until the rescheduled display date, then the sponsor shall pay the actual expenses incurred by the company related to the postponement, which shall not exceed forty percent (40%) of the purchase price. Actual expenses include but are not limited to administrative costs, rentals, labor, and travel expenses, or any other additional expenses incurred prior to and/or as a result of the postponement or cancellation. In the event a mutually satisfactory postponement date for the display cannot be reached and to occur within ninety (90) days of the original display date, this contract shall become null and void, and neither party shall have any further obligation or responsibility hereunder, provided, however, that in such event sponsor shall pay to the company a sum equal to seventy-five (75%) of the purchase price as liquidated damages.

7. Cancellation. If the sponsor cancels this contract for any reason, liquidated damages for such cancellation shall be paid by the sponsor to the company as follows: (a). In the event the display is canceled more than thirty (30) days before the date scheduled for the display, twenty-five (25%) of the amount of the purchase price: (b). In the event the display is canceled no more than thirty (30) days and no less than (4) days before the display date, fifty (50%) of the purchase price: (c). If the display is canceled no more than three (3) days but before the day scheduled for the display, seventy-five (75%) of the purchase price. (d). On the day scheduled for the display, one hundred percent (100%) of the purchase price.

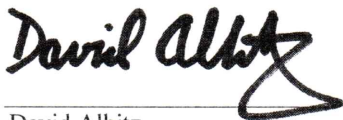
8. Insurance. The company shall provide proof of liability insurance in the amount of Five Million Dollars (\$5,000,000.00), workers compensation insurance, and vehicle insurance. Proof of insurances shall be provided to the sponsor when both parties execute this contract. The sponsor will be provided a certificate of insurance. All individuals/entities listed on the certificate will be deemed as an additional insured per this contract.

9. Personnel. The company shall provide sufficient trained personnel to set up, fire, and break down the display in a skillful manner.

10. Miscellaneous. The company reserves the right to substitute product in the show with product equal to or greater in value at its discretion. The company shall not be responsible for events beyond its control, including but not limited to the weather, wind, or ocean conditions. If the display is set up, it will not be broken down, and in this event, the sponsor shall provide 24-hour security for the site until the company crew arrives the next day to fire the show. The sponsor shall bear responsibility for any costs related to this security.

The parties' authorized representatives hereby agree to this contract's aforementioned terms and conditions on the date and year set forth below.

D & M Fireworks, LLC.



David Albitz

Jun 22, 2022

Date

Carteret Borough



Mark Hruska (Jun 22, 2022 10:53 EDT)

Signature

Mark Hruska

Name Printed

Jun 22, 2022

Date