

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #82096355

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX
174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

CONTRACT

This contract and agreement entered into this 16th day of May 2018, by and between **FIREWORKS EXTRAVAGANZA** a New York Corporation located at 174 Route 17 North, Rochelle Park NJ 07662

And

Ronald F. Roma Jr. , Mayor representing the **Borough of Beachwood** whose address is **1600 Pinewald Road, Beachwood NJ 08722** hereinafter referred to as the **Sponsor**.

WHEREAS, the parties have entered into an oral agreement relating to the sale and/or display of fireworks which they desire to have set forth in writing:

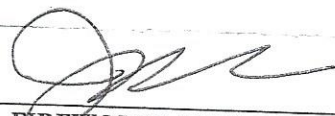
NOW, THEREFORE, the parties agree as follows:

1. That **FIREWORKS EXTRAVAGANZA** intends to sell and/or display fireworks only to appropriately authorized individuals.
2. The **Sponsor** agrees to pay a display price of **SEVENTEEN THOUSAND DOLLARS (\$17,000.00)** for the display agreed upon which will be exhibited by **FIREWORKS EXTRAVAGANZA** on **JULY 4, 2018** at Mayo Park Waterfront.
3. Upon acceptance of this agreement, **Sponsor** agrees to pay a sum of 50% of the total cost of the display in the amount of **EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00)** with the balance of **EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00)** due within ten (10) days after the display date agreed upon herein. Late payments will be subject to a finance charge.
4. **Sponsor** agrees to maintain a secure site which meets NFPA 1123, 2010 distance requirements (70' per inch of shell diameter), as defined by Fireworks Extravaganza and Sponsor's local Fire Authority and to provide proper police/crowd security personnel to insure adequate patrol of this site as marked and secured by the Sponsor until **FIREWORKS EXTRAVAGANZA** advises that the security is no longer necessary. **Sponsor** also agrees to furnish proper parking supervision.
5. **FIREWORKS EXTRAVAGANZA** reserves the right to terminate the display being exhibited by **FIREWORKS EXTRAVAGANZA** in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.

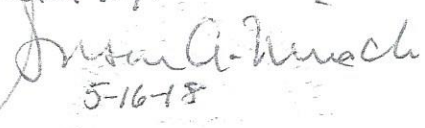
6. **SPONSOR** will have the display site approved and permit application signed by the local Fire Authority having jurisdiction. In addition, **Sponsor** will have available at the display site Fire and/or other local Emergency Response Personnel as required by county and/or state authority.
- 6b. **SPONSOR** will be responsible for all costs incurred to have the display site and permit application signed and approved by the local authoritative body, policing agencies and emergency response personnel that are required by the local authority having jurisdiction.
- 7a. In the event of inclement weather, the display will be rescheduled to **July 5, 2018**. There will be a postponement fee of Fifteen percent (15%) of the total contract price if the display has left the warehouse. If the **Sponsor** notified **FIREWORKS EXTRAVAGANZA** of postponement prior to display leaving warehouse the postponement fee will be Five percent (5%) of the total contract price but no less than TWO HUNDRED AND FIFTY DOLLARS (\$250.00). In the event of a cancellation of the display, there will be a cancellation fee of Twenty-five percent (25%) of the total contract price.
- 7b. In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by **FIREWORKS EXTRAVAGANZA** to perform the display at the **Sponsor's** request. Once the display has been setup and the fireworks loaded, only **FIREWORKS EXTRAVAGANZA** and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display, or cancel it if it is deemed necessary. Demands for cancellation by the Sponsor once the display is ready for firing will result in 100% of the contract amount invoiced.
8. **FIREWORKS EXTRAVAGANZA**, upon acceptance of this contract in writing by both parties, agrees to fulfill the contract in a safe, professional, and workmanlike manner and further to provide liability insurance coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)**. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.
9. **FIREWORKS EXTRAVAGANZA** reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required.
10. **FIREWORKS EXTRAVAGANZA** shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display. **Sponsor** will be responsible for a thorough search for post display debris, including unfired pyrotechnic devices, if any, and policing of area at first light following exhibition.

IN WITNESS WHEREOF, we set our hands and seals to this agreement in duplicate the day and year first above written.


Borough of Beachwood
Ronald F. Roma Jr., Mayor


FIREWORKS EXTRAVAGANZA
John Sagaria, President

Attested by:


5-16-18

Fireworks Extravaganza

1-800-765-BANG (2264)

201-968-5200 • 206-202-1544 FAX

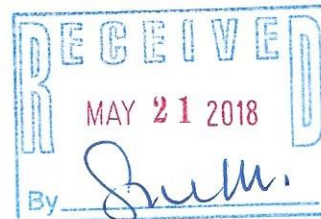
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174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662

ACCOUNTING@FWEXTRAVAGANZA.COM • WWW.FWEXTRAVAGANZA.COM

Worldwide Experience in Pyrotechnics - Since 1995

INVOICE

**BILL To:**

Sue Minock
Beachwood, Borough of
1600 Pinewald Road
Beachwood, NJ 08722

INVOICE # 2018-113
TERMS Due on receipt
DATE 05/21/2018
DUE DATE 07/04/2018

PO Number

Sales Rep

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/04/2018	A Fireworks Display in NJ	1	17,000.00	17,000.00
07/04/2018	A deposit of 50% is to be returned with the contract. The balance is due by the show date.			

TOTAL 17,000.00
PAYMENT
BALANCE DUE \$17,000.00

Thank you very much for your business.
We work 365 days a year to make your event a success.

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PO Number

18-00964

Sales Rep

Bryna S

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/04/2018	A Fireworks Display in NJ	1	17,000.00	17,000.00
07/04/2018	A deposit of 50% received. The balance is due by the show date.			

TOTAL	17,000.00
PAYMENT	8,500.00
BALANCE DUE	\$8,500.00

*Thank you very much for your business.
We work 365 days a year to make your event a success.*

BOROUGH OF BEACHWOOD

OCEAN COUNTY
BEACHWOOD, NEW JERSEY 08722 • TEL (732) 286-6000 • FAX (732) 349-8390

Pg 1

SHIP TO
BEACHWOOD FINANCIAL ADMINIS.
1600 PINEWALD ROAD
BEACHWOOD, NJ 08722

RECEIVED
FIREWORKS EXTRAVAGANZA
174 ROUTE 17 NORTH
ROCHELLE PARK, NJ 07662

VENDOR #: F0210

FEDERAL TAX EXEMPT NO. 21-6000078



PURCHASE ORDER

No.

18-00964

ORDER DATE: 05/21/18

REQUISITION NO:

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

CHECK NO.

CHECK DATE

1208

5/21/18

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	DEPOSIT DUE RE: 2018 FIREWORKS DISPLAY	S-29-56-868-020	8,500.0000	8,500.00
	FIREWORKS TR			
	App. RES: 2018-187 5/2/18			
	Order # 2018-113			
			TOTAL	8,500.00

SIGN AND RETURN ORIGINAL WITH INVOICE FOR PAYMENT

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount herein stated is justly due and owing; and that the amount charged is a reasonable one.

X 05/21/2018 [Signature] Accounting Clerk
DATE SIGNATURE OFFICIAL POSITION

TAX I.D. NO. OR SOCIAL SECURITY NO. MUST BE SHOWN TO PROCESS FOR PAYMENT.

Approved for Payment

COUNCIL

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered. Said certification is being based on signed delivery slips or other reasonable procedures.

SIGNATURE

DEPT HEAD

DO NOT ACCEPT THIS ORDER UNLESS SIGNED BELOW
CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

DATE

TREASURER'S OFFICE

Check Image

Item Reference	1208
Amount	\$8,500.00

BOROUGH OF BEACHWOOD FIREWORKS ON THE TOMS RIVER TRUST 1600 Pinewald Rd. Beachwood, NJ 08722		55-7035/2312	1208
DATE <u>5/21/18</u>			
PAY TO THE ORDER OF	<u>Fireworks Extravaganza</u>	\$	<u>8,500.00</u>
\$8,500.00		DOLLARS	
OCEANFIRST BANK 975 HOOPER AVENUE TOMS RIVER, NJ 08753-5320		<u><i>Justin A. Minich</i></u> AUTHORIZED SIGNATURE	
FOR <u>P# 18-00964</u>		<u><i>Chiquita Parrott</i></u> AUTHORIZED SIGNATURE	
⑈001208⑈ ⑆231270353⑆ 23006001779⑈			

Information Technology Corporation of the Caj Computing S/B/A Fireworks Ex sterling National Bank, Monticello, NY 221670443	For Deposit Only

OceanFirst Bank