

# Contract of International Fireworks Mfg. Co

THIS AGREEMENT entered into as of July 26, 2023 by and between the International Fireworks Mfg. Co., whose address is PO Box 6, 242 Sycamore Road, Douglassville, PA 19518, ("International") and the Township of North Brunswick, whose address is 710 Hermann Road, North Brunswick, NJ 08902, ("Township").

## WITNESSETH

International agrees to display for the Township at the North Brunswick Community Park, North Brunswick, New Jersey, on October 7, 2023, in a location to be designated by the Township and approved by International, one exhibition of fireworks in accordance with the mutually agreed upon program. International reserves the right to make substitutions of equal or greater value as long such substitutions do not reduce the value of the agreed upon program. The cost of this program is based upon the value of the shells and effects and not on shell count. International agrees to furnish sufficient skilled labor to set up and shoot the fireworks.

International shall comply with National Fire Protection Association ("NFPA") Standard 1123 Code for Fireworks Display ("NFPA 1123 "). The Township agrees to furnish the necessary police protection at all times during the preparation of the exhibition and firing of same and, for at least a period of thirty (30) minutes after the exhibition is fired. International shall provide qualified, licensed pyrotechnicians who will deliver, set-up, execute and take down the pyrotechnic Display. International shall conduct an after-exhibition search (that same evening) of the grounds in an effort to locate and dispose of any unexploded fireworks. Both parties hereto explicitly acknowledge that an early morning search of the grounds in an effort to locate unexploded or defective fireworks that were missed during the inspection the preceding evening is of utmost importance. Therefore, International shall conduct an early morning search of the grounds in an effort to locate and properly dispose of any unexploded fireworks. The health and safety of such pyrotechnicians or anyone conducting such after-Display search shall be the sole responsibility of International.

International shall secure public liability and property damage insurance in the amount of \$5,000,000.00 and shall furthermore, secure automobile insurance coverage with limits of \$1,000,000.00 per occurrence, with a combined single limit for bodily injury and property damages with no aggregate and an Umbrella Insurance with liability limits of up to \$1,000,000.00. International shall name the Township of North Brunswick as an additional insured on all such policies. International shall provide statutory Workers Compensation insurance including employer's liability limits of \$500,000.00, and shall additionally provide all necessary United States Department of Transportation ("USDOT") transportation/trucking insurance of the shipment of the Display items. International shall supply the Township with a certificate of insurance stating the aforementioned coverages. International hereby indemnifies and holds harmless the Township, its successors and assigns, officials, employees, servants, agents and contractors from any and all claims, damages, losses, costs or expenses, including, but not

limited to, attorney fees and court costs arising from such freight cartage, preparation, set-up, exhibition and clean-up of any and all equipment and/or materials for the exhibition. Without limiting the foregoing, International shall sign a Hold Harmless Agreement attached hereto and made a part hereof as Schedule " A" and shall cite such Hold Harmless Agreement on the Certificate of Insurance to the Township.

International agrees that in the event of rain or inclement weather, a postponement may be made to October 8, 2023 or a date to be determined, until March 1, 2024. There will be a postponement fee if the display has been delivered to the site of the actual cost incurred. If the sponsor notifies us of a postponement prior to the display leaving International's warehouse there will be an administration fee of cost incurred. In the event of total cancellation before set-up, the Township agrees to pay fifty percent (50%) of the contract price plus expenses incurred. It is also understood and agreed by the parties hereto that in the event the fireworks have been taken out and set up before any rain, then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation.

International shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation, of legal or regulatory restrictions.

The Township agrees to pay the total contract price of \$5,000 00 to International within ten (10) days after this display has been performed.

By \_\_\_\_\_ By \_\_\_\_\_

International Fireworks Mfg. Co. Inc.

Township of North Brunswick