



MEMORANDUM

TO: Scott Niehaus, Village Manager

FROM: Nicole Aranas, Assistant Village Manager *NA*

DATE: May 18, 2021

SUBJECT: **APPROVAL OF A FIREWORKS PRODUCTION AGREEMENT
MAD BOMBER FIREWORKS PRODUCTIONS – 4TH OF JULY FIREWORKS DISPLAY
REVISED AGENDA UPDATE – SUPPLEMENT**

Attached please find additional information related to the approval of a Fireworks Production Agreement with Mad Bomber Fireworks Productions for the production of a fireworks display to take place in celebration of Independence Day on July 4, 2021 in Madison Meadow Park. The original agenda item is being supplemented to include a copy of the 2019 Fireworks Production Agreement which will be extended for 2021 with identical terms, conditions and costs.

Please let me know if you have any questions or concerns.

**MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT**

This contract entered into this 20TH day of MARCH, 2019 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and

VILLAGE OF LOMBARD 255 E. WILSON STREET LOMBARD, IL 60148

Herein after referred to as Buyer, of VILLAGE OF LOMBARD State ILLINOIS

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$35,000.00 for said Display. Upon acceptance of this agreement Buyer will pay Seller a sum of (WAIVED) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the FOURTH day of JULY, 2019, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 420' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller.
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. See Attachments: No.1 CONTRACT EXTENSION

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

By Dan P. Trill
Sr. Vice President

Date: 03/20/19

BUYER

By [Signature]
(is duly authorized agent who represents that he/she has full authority to bind the Buyer)

Date: April 18, 2019