

**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) 0 as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% 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 Don P. Hill  
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

**ATTACHMENT NO. 1  
CONTRACT EXTENSION**

**VILLAGE OF LOMBARD, ILLINOIS**

9. Buyer further agrees to purchase fireworks shows in the years of 2020, and 2021 with a minimum price the same as this year's show. Exact dates to be mutually agreed upon by both Seller and Buyer at least sixty days in advance of show.
10. Seller agrees to provide the same fireworks show for the same price as this year's show for the duration of this contract extension.

**MAD BOMBER FIREWORKS PRODUCTIONS**

By                     Dan P. Hiller                    

Date                     03/20/19                    

**BUYER**

By \_\_\_\_\_  
(Is duly authorized agent, who represents that  
he/she has full authority to bind the Buyer)

Date \_\_\_\_\_