

Gahanna Annual Freedom Festival

Company / Sponsor

Attn: Mike Musser

Name

200 South Hamilton Rd.

Address

Gahanna Ohio 43230

City State Zip

(614) 342-4254 (614) 342-4354

Phone # Fax #

Contract

Contract entered into this ____ day of _____ A.D. 2008 at _____ by and between Hamburg Fireworks Display Inc., of Lancaster in the county of Fairfield and State of Ohio party of the first part and Gahanna Annual Freedom Festival Of Gahanna in the county of Franklin In the State of Ohio party of the second part, witness to:

The said party of the first part in consideration of the promises and agreements of said party of the second part herein set fourth hereby covenants and agrees to furnish one fireworks display on the agreed date: 07/04/08 and time: 10:00PM The attached sheet describes the items in the display show and presents the total cost of display including insurance. A rain date will be agreeable with both parties. Rain date: ___/___/08. In the event of inclement weather, the display will be rescheduled to a mutually agreed date, the party of the second part will secure the extension of the permit from the local authorities. Postponement fees are ten (10%) of the contract price. Should the party of the second part elect to cancel the display there is a cancellation fee of twenty (20%) percent of the contract price. The party of the second part agrees to procure and furnish a suitable place to display the said fireworks in accordance with the current National Fire Protection Association codes 1123, 1124, and 1126. The party of the second part must also furnish police, fire and crowd security persons in securing adequate crowd control, auto parking and proper supervision of the danger zone, as secured by its agents until Hamburg Fireworks Display Inc., advises that the security is no longer necessary. Hamburg Fireworks Display Inc., reserve the right to terminate the display in the event that persons enter the secured danger zone and security is unable or unwilling to enforce the safety regulations.

In consideration where of said party of the second part hereby promises and agrees to pay the sum of \$ 20,000.00, for the display show. Upon acceptance of this agreement a sum of \$ 10,000.00, will be due. A late fee of two (2%) percent will be charged after 10 days of display date.

Hamburg Fireworks Display Inc., reserves the right to substitute shells of equal or greater value in the event a substitution is necessary.

In witness whereof, the said parties have hereunto set their hands to duplicates here of the day and year above written.

By _____
On behalf of Hamburg Fireworks Display Inc.

By _____
On behalf of company / Sponsor / Agent

Witness _____