

RESOLUTION 2019-05

**A RESOLUTION AUTHORIZING CONTRACT FOR FIRE WORKS DISPLAY WITH
CENTRAL STATE FIREWORKS FOR THE 2019 FIREWORKS SPECTACULAR**

WHEREAS, the Village of Sherman has held its annual Fireworks Spectacular for residents and visitors during the July 4th Holiday for numerous years;

WHEREAS, the Village wishes to continue the Fireworks Spectacular for the 2019 season and contract with Central State Fireworks to provide the fireworks display;

THEREFORE, BE IT RESOLVED the Village of Sherman Board of Trustees authorizes the President to execute an agreement with Central State Fireworks in an amount not to exceed \$12,000 for the 2019 Fireworks Spectacular; (attached)

PASSED this 21st Day of May 2019 at Sherman, Sangamon County, Illinois.



VILLAGE OF SHERMAN

Trevor J. Clatfelter
 By: Trevor J. Clatfelter
 Its: Village President

Attest:
Michael Stratton
 Michael Stratton,
 Its Acting Village Clerk

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN	✓			
LONG	✓			
ROCKFORD	✓			
SCHULTZ	✓			
TIMM	✓			
CLATFELTER				
TOTALS:	6	0	0	0

CENTRAL STATES FIREWORKS

FINEST IN DISPLAY FIREWORKS

18034 Kincaid Street, Athens, IL 62613

(217) 636-7598 FAX (217) 636-7618

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2019, by and between Central States Fireworks, Inc., having its principal place of business at Athens, Illinois, hereinafter referred to as Seller, and the Village of Sherman, IL, hereinafter referred to as Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 12,000.00 program submitted and accepted by the Buyer, including the services of the Seller's pyrotechnicians to take charge of and fire the pyrotechnic display on the evening of July 4, 2019, at approximately 9:30 p.m., weather permitting. Where applicable, sales taxes will be added to the above agreed upon amount unless a copy of the Buyer's tax exempt certificate is attached to this contract.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with this Agreement.
2. The Buyer shall pay to the Seller the sum of \$ 00.00 as a down payment upon execution of this Agreement. The balance of \$ 12,000.00 shall be due and payable in full within thirty (30) days after the date of the fireworks display. A service charge of one percent (1.0%) per month shall be added to the unpaid balance if the account is not paid in full within thirty (30) days from the date of the show. Buyer agrees to pay all collection agency fees incurred by Seller if, after 90 days from date of display, Seller deems it necessary to hire a collection agency (unless other payment arrangements are made with Seller by Buyer).
3. If there is a one (1) hour or more delay in firing the fireworks for any reason other than weather, the Buyer agrees to compensate the pyrotechnician at the rate of \$ 00.00 per hour or fractional part of an hour.
4. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of TBD. If the display is cancelled within 48 hours of the display date, Seller shall be entitled to 15% of the contract price. If the display is cancelled after the Sellers pyrotechnicians are on site, Seller shall be entitled to fifteen percent (15%) of the contract price. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller
5. Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage, in an amount not less than \$5,000,000. Products from sources other than Seller are not covered by this by this liability insurance. Buyer shall be listed as an additional insured on the insurance certificate and shall herein provide the following for any additional insureds (use another sheet for any additional entities):

Buyer: Village of Sherman Reason: SPONSOR
Address: 401 St. John's Drive, Sherman, IL 62684 Phone: 217-496-2621
Fire Department having Jurisdiction: Sherman FPD
Address: PO Box 410., Sherman, IL 62684 Phone: 217-496-2213
Name: _____ Reason: _____
Address: _____ Phone: _____
Name: _____ Reason: _____
Address: _____ Phone: _____

* Identify the reason for this entities inclusion as an additional insured (ie: sponsor, permitting authority, land owner, etc.)

6. The specific location of the display site Waldrop Park

Address: East Sherman Road City: Sherman State: IL Zip code: 62684

Other information on site: East Side of Lake

7. The Seller agrees to indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees, that may or shall arise from the performance of the fireworks by the Seller. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

8. The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

9. The Buyer agrees to provide:
- a. Sufficient area for display, to include minimum spectator set back as determined by Seller.
 - b. Protection of the display area by roping off or similar facility.
 - c. Adequate police or security protection to prevent spectators from entering display area.

10. Buyer agrees to obtain all necessary permits from the authorities having jurisdiction over the display.

11. No representation or affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be, a warranty by the Seller for any purpose, and shall give rise to any liability or obligation of the Seller whatsoever.

12. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto shall be responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

13. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Central States Fireworks, Inc.

BY: _____

BY: _____

(Title)

(Title)

SELLER

BUYER

CENTRAL STATES FIREWORKS

FINEST IN DISPLAY FIREWORKS

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SHERMAN, ILLINOIS FIREWORKS SPECTACULAR

JULY 4, 2019

	SIZE	QUAN.	ITEM	
Cakes:	100	4	Shot Colorful Bees	COBE
	300	1	Silver Cracking Whirl to Report	SCWR
	600	1	Fan Shaped Three Pace Scenery	FSTP
	100	4	Shot Dragon Dancing	DRDN

Shells:	3 INCH	12	Titanium Salutes W/Silver Rising Tails	
	3 INCH	168	Assorted CSF Shells	
		180	Total 3 INCH Shells	
	4 INCH	4	Titanium Salutes with rising Comet tails	
	4 INCH	96	Assorted CSF Shells	
		100	Total 4 INCH Shells	
	5 INCH	65	Assorted Central States Shells	
		65	Total 5 INCH Shells	

Finale:	3 INCH	250	COLOR AND SALUTES W/COMET TAILS	
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2019 SPECIAL ADDITION

3 INCH	60	FINALE COLOR AND SALUTES W/COMET TAILS
3 INCH	60	FINALE SALUTES W/COMET TAILS

**PACKAGE INCLUDES FIVE MILLION DOLLARS LIABILITY COVERAGE,
CREW, EQUIPMENT AND COMPLETE PERFORMANCE.**

TOTAL PACKAGE VALUE -- \$13,000.00

SPECIAL DISCOUNT -- \$ 1,000.00

TOTAL PACKAGE PRICE -- \$12,000.00