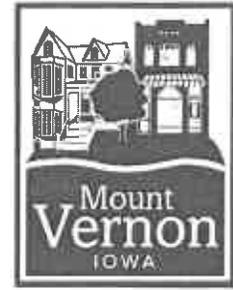


Memorandum



To: Mayor and City Council

From: Marsha Dewell

Date: 10/2/2014

Re: Fireworks Permit: Cornell College.

This is an annual event. All necessary information has been submitted to the City of Mount Vernon. Police, Fire and Ambulance have been notified.

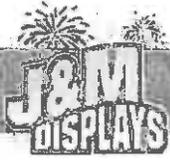
Cornell College

Department of Student Life

Date: October 1, 2014
To: City of Mount Vernon and Mount Vernon Fire, Police and Ambulance Services
From: Gwen Schimek, Director of Student Life
Subject: Homecoming Fireworks 2014

As a part of the Cornell College Homecoming festivities for 2014, we will be having a pep rally and fireworks show in Ash Park (the Cornell football field) on **Friday, October 17, 2014**. The fireworks show will be done by J & M Displays of Yarmouth, IA. The company has provided us with a certificate of liability insurance. Police, Ambulance and Fire Department will be notified. We will also continue the practice of notifying our neighbors who live close to the football field and of having a clean-up crew the following morning.

Gwen Schimek
Director of Student Life
Cornell College
600 First Street SW
Mount Vernon, IA 52314-1098
Phone: (319) 895-4103
gschimek@cornellcollege.edu



DISPLAY INFORMATION

Please complete the following information:

Display Date: October 17th, 2014 Rain Date: _____

Time of Display: _____

Name of **Organization Purchasing** Display: Cornell College

Address: 600 First ST. SW

City, State, Zip: Mt. Vernon, IA 52314

Telephone: 319-895-0335 Fax: _____ E-mail: _____

Name of **Contact Person**: Gwen Schimek

Contact Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: gschimek@cornellcollege.edu

Send **Invoice** to: _____

Billing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

OFFICE USE ONLY

J & M Fired
 Customer Pick Up at _____
 On Site Delivery

Insurance Extension: YES or NO

Delivery: Contact Delivery Name: _____ Telephone: _____

Delivery Address: _____

Delivery County: _____

Additional Contact Persons & Telephone Numbers: _____

Proposal # 74449 Final Show \$: 4000.00

Bonuses: 8 Prepayment 15 Multiple Year Agreement _____ Pick Up 23 TOTAL BONUS % & \$

Sales Representative: J&M

O# _____ C# 273

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Down payment	<input type="checkbox"/> Full payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date: _____ Check# _____

Exp: _____

J & M DISPLAYS, INC.
FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

Return to J & M

Download these forms from www.jandmdisplays.com

CERTIFICATE HOLDER (NAMED INSURED): Cornell College
ADDRESS: 600 First ST. SW
CITY: Mt. Vernon STATE: IA ZIP: 52314
PHONE: _____ FAX: _____
EMAIL: _____
EFFECTIVE DATE(S): October 17th, 2014 RAIN DATE: _____

ADDITIONAL NAMED INSURED:

1. NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____
2. NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____
3. NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____
4. NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) INDOOR PROXIMATE OUTDOOR 1.4G CONSUMER 1.3G DISPLAY 1.1G DISPLAY (12" & 16")

LOCATION OF EVENT: Baseball Field

DRAW A DIAGRAM on the back of this application or attach a map of the shooting area showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Distance to nearest exposure _____ ft. Distance to spectators _____ ft.

Distance to nearest vehicle _____ ft.

Are there fallout spotters YES NO Size of largest shell being shot: _____ inches

Name of designated Pyrotechnician: _____

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum of 300 feet for 1.3G shows.
2. All displays will be aimed away from spectators.
3. A test shell will be shot into the air at least one hour before scheduled display.
4. Fireworks that have been wet at any time prior to display will not be used.
5. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
6. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
7. Firing area will be inspected by the sponsoring organization at first light the following day.
8. Pyrotechnicians are specifically excluded from all liability coverage.
9. Any claims must be reported to the Yarmouth, Iowa office in writing within 72 hours of the incident.

Revised 12/17/09 **SIGNATURE**

DATE

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and Cornell College, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$4000.00 _____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of October 17th, 2014 at approximately _____:_____ pm, weather permitting.

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

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

_____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

_____ the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$4000.00 _____ in full by August 15th, 2014 (70 days prior to the event date). The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ \$ _____ in full by _____ (30 days prior to event date). The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$310.00 as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, 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 Buyer. 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.

_____ Buyer agrees to provide, at its expense, public liability and property damage insurance coverage with a rating by AM Best of A VIII or higher, including spectator coverage in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance naming the Seller as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Seller not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

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.

6. Buyer agrees to provide:

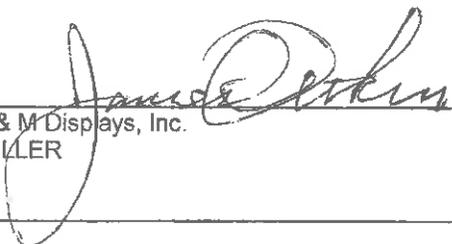
- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of 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, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

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

9. 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.

BY: 
 J & M Displays, Inc.
 SELLER

BY: _____
 BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

J & M Displays Proposal For: Cornell College

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Candle barrage Purple 300 shot		\$58.85	\$58.85
1	V shape Candle bundle Purple 300 shot		\$58.85	\$58.85
Category shell Count: 600				\$117.70
Section shell Count: 600				\$117.70

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Asstd peonies w/slvr crwn pis 49 shot KC2-49DS 2" 49S	New	\$240.90	\$240.90
1	Color & gold glitter 100 shot fan cake		\$240.90	\$240.90
1	Color comets to crackling 100 shot		\$240.90	\$240.90
1	Gold comet to crackling 100 shot		\$240.90	\$240.90
1	Gold tail to gold crown 100 shot - 100S CAKE	New	\$240.90	\$240.90
1	Red White Blue rings 32 shot		\$240.90	\$240.90
1	Silver shining willow 100 shot		\$240.90	\$240.90
1	Color tails to breaks 300 shot		\$352.00	\$352.00
1	Happy stars 150 shot		\$446.60	\$446.60
Category shell Count: 1031				\$2,484.90

Cake

Quantity	Name	Rising Effect	Price	Total
2	12s Purple Palm with tail		\$77.00	\$154.00
1	12s Red Strobe		\$77.00	\$77.00
1	12s White Strobe		\$77.00	\$77.00
1	16s Crackling Comet with tail		\$77.00	\$77.00
2	16s Purple Comet with tail		\$77.00	\$154.00
Category shell Count: 96				\$539.00
Section shell Count: 1127				\$3,023.90

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Small finale 100 shot		\$240.90	\$481.80
Category shell Count: 200				\$481.80

Ignition Items

Quantity	Name	Rising Effect	Price	Total
25	Igniter 2 meter leads		\$1.85	\$46.25
Category shell Count: 0				\$46.25
Section shell Count: 200				\$528.05

**J & M Displays Proposal For:
Cornell College**

Free 8% for early payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Garden party 25 shot		\$105.60	\$105.60
1	Variety Color w/ report finale 49 shot		\$134.20	\$134.20
Category shell Count: 74				\$239.80
Section shell Count: 74				\$239.80

Free 15% for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
6	Quick report 25 shot with red tail		\$24.85	\$149.10
1	Assorted effects 100 shot Z shape		\$174.90	\$174.90
1	Quick salute 49 shot		\$174.90	\$174.90
Category shell Count: 299				\$498.90
Section shell Count: 299				\$498.90

J & M Displays Proposal For: Cornell College

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks price:	\$3,669.65	Total shell count:	2300
Discount:	<u>\$569.65</u>	Packing check:	55
Sub-total Fireworks:	\$3,100.00	Date of display:	10/7/2014
Sales tax:		Customer number:	273
Option sales tax:			
insurance processing :	\$400.00		
License and permit:			
Shoot fee	\$350.00		
Delivery:	\$150.00		
Musical firing:			
Shoot cost:			
Total price of show:	\$4,000.00		
Proposal print 11			

Summary of Free Items Added to Your Show

See previous pages for a listing of free items

Free items are based on the \$3,100.00 fireworks subtotal

\$498.90 Free for Multiple Year Agreement

\$239.80 Free for early pay

\$738.70 Total free

Total value of show is \$5,308.35. Your price is \$4,000.00

Free Items Summary

Please note the following comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J & M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J & M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.