



Mount  
Vernon  
IOWA

Michael Beimer, City Administrator  
Mark Winder, Chief of Police  
Dan Boggs, P.E., City Engineer

**Jim Moore, Mayor**

**Council:**

Jamie Hampton  
Marianne Taylor  
Francesca Thompson  
Bill Niemi  
Eric Roudabush

Application having been made in accordance with the laws of the State of Iowa, permission is hereby granted to **Heritage Days, Inc.**, to have a supervised display of fireworks at **Kernoustie Golf Club**, in the County of Linn and the State of Iowa to be shown on **July 10, 2014**. The competent person authorized and licensed to conduct the display is **J&M Displays of Yarmouth, Iowa**. This permit for supervised display of fireworks has been approved by the City Council on the **19<sup>th</sup> day of May, 2014**.

\_\_\_\_\_  
City of Mount Vernon  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# DISPLAY INFORMATION

Please complete the following information:

Display Date: July 10, 2014 Rain Date: 7-11-14

Time of Display: aprox: 9:30 pm

Name of Organization Purchasing Display: MT. Vernon Heritage Days

Billing Address: PO Box 73

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

Telephone: 319-393-9011 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of Contact Person: Wade Squires

Contact Address: same

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Send Invoice to: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### OFFICE USE ONLY

Insurance Extension:  YES or  NO  
 J & M Fired  Customer Pick Up at \_\_\_\_\_  On Site Delivery

Delivery: Contact Delivery Name: Monte Telephone: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Delivery County: \_\_\_\_\_

Additional Contact Persons & Telephone Numbers: \_\_\_\_\_

Proposal # 82522 Final Show \$: ~~3,000.00~~ 3,300

Bonuses: 8% Prepayment 15% Multiple Year Agreement \_\_\_\_\_ Pick Up \_\_\_\_\_

Sales Representative: Whitlock Customer PO Number: \_\_\_\_\_

O# \_\_\_\_\_ C# \_\_\_\_\_

tax exempt certificate received  Agreement received  Full payment  Down payment  
 permit received  IQ received \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 ATF permit  S/P Date \_\_\_\_\_ Check# 1741 Date: 9/5 Check# \_\_\_\_\_  
Exp. \_\_\_\_\_

## FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 10 day of April, 20 14, 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 Mt Vernon Heritage Days, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the ~~\$2,000.00~~<sup>3,300</sup> 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 July 10, 2014 at approximately 9:30 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 1/2%) 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.

\$~~3,000.00~~<sup>3,300</sup> in full by \_\_\_\_\_ (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 \$300.00 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 July 11, 2014 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, INC.**  
**FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE**

Download these forms from [www.jandmdisplays.com](http://www.jandmdisplays.com)

CERTIFICATE HOLDER (NAMED INSURED): Mt Vernon Heritage Days Inc. & its employees & agents

ADDRESS: PO Box 73

CITY: MtVernon STATE: IA ZIP: 52314

PHONE: 319-393-9011 FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EFFECTIVE DATE(S): July 10, 2014 RAIN DATE: 7-11-14

**ADDITIONAL NAMED INSURED:**

1. NAME / ADDRESS / E-MAIL: Hillcrest Country Club

INTEREST IN EVENT: location of event

2. NAME / ADDRESS / E-MAIL: City of My.Vernon, IA. its agents & employees

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: back fareway fo country club course

**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 330 ft. Distance to spectators 390 ft.

Distance to nearest vehicle 400 ft.

Are there fallout spotters  YES  NO Size of largest shell being shot: 4 inches

Name of designated Pyrotechnician: Monte whitlock

**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.



SIGNATURE

4-10-14

DATE

## MULTIPLE YEAR AGREEMENT EXTENSION

This Agreement can be considered an extension of the previously signed Multiple Year Agreement made by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business in Yarmouth, Iowa, hereinafter referred to as Seller, and Mt Vernon Heritage Days, hereinafter referred to as the Buyer. Whereas, the parties agree as follows:

1. Seller is in the business of providing fireworks displays. More specifically, Seller is in the business of providing 1.3G (Class B) fireworks for display.

2. Buyer hereby agrees to purchase all of their 1.3G (Class B) fireworks exclusively from Seller for the next three years (2015, 2016, 2017): In consideration thereof, Seller hereby agrees to provide bonus product to the Buyer in an amount based on the total dollars of fireworks purchased by Buyer for a given year. The Seller will have the final choice of bonus product but said product is to be fireworks of like quality and condition as the 1.3G (Class B) fireworks purchased by Buyer from Seller for the given year. The bonus for signing this extension to the Buyer's original Multiple Year Agreement is as follows:

- 2015 year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- 2016 year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- 2017 year: Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).

3. In addition to the "bonus product" described above, Buyer will also be entitled for each year of this Agreement to receive 8% of bonus product of like quality and condition as the fireworks purchased by the Buyer for the given year if

Buyer provides an early order (all paperwork and payment for the fireworks display provided to Seller at least 70 days prior to display date). In the event that Seller should increase the amount of its bonus product percentage for "early order" for the years of this exclusive Agreement, Seller agrees to match the increased bonus product percentage for Buyer these given years.

4. In no way is Buyer obligated to purchase 1.3G (Class B) fireworks from Seller for any of the years covered by this Agreement. Rather, Buyer is only obligated to purchase 1.3G (Class B) fireworks from Seller should Buyer opt, at Buyer's sole discretion, to have a fireworks display at its events for the years in question.

5. Termination: This Agreement will expire three (3) years from its execution. The Buyer may, at its sole discretion, terminate this Agreement within 30 days after their fireworks display date. If Agreement is not terminated within the 30-day deadline, this Agreement will be in full force and effect for the following year.

J & M DISPLAYS, INC.

for Heritage Days



Seller



Buyer

4-10-14

Date

04.13.14

Date



# J & M DISPLAYS, INC. INSTRUCTIONS ON HOW TO COMPLETE THE FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE



- Certificate Holder (named insured).** This should be the organization/person to whom the certificate of insurance should be mailed to. Usually will be the same as the organization/person who is purchasing the display.
- Address, City, State, Zip.** This should be the address of the Certificate Holder.
- Phone, Fax.** This should be numbers of the person completing this form so contact can be made if any questions.
- Effective Date(s).** This is the date(s) of your fireworks display.
- Rain Date.** This is the date that your fireworks display will be rescheduled to in the case of inclement weather.
- Additional Named Insured.** Additional insured are usually the certificate holder as well as any land owners from which the display will be fired. Sometimes cities or counties have special requirements as to who they must have listed in order to obtain a permit. Include addresses and what their interest in your event is. Example: land owner.
- Type of show.** Circle all that apply.
- Location of Event.** Example: Kossuth Park, Mediapolis, Iowa.
- Diagram.** Draw a diagram of the firing area indicating mortar placement, planned directions of shooting, any buildings or obstacles (exposures), and where the audience will be located. Measurements are required. They are necessary to make sure that NFPA safe distance requirements are met. If J & M Displays is firing the show for you, speak with your sales representative for help with this section.
- Fall Out Spotters.** If you are firing your own show, will you have people whose only job is to watch where the fall out is landing? If this is a J & M fired display, there will always be fall out spotters.
- Largest Shell.** You can find the size of the largest shell being fired in your show by looking in your proposal, catalog assortment or ask your J & M sales representative.
- Name of Designated Pyrotechnicians.** Name of the person in charge of firing this display.
- Read the Fireworks Warranty and then sign and date at the bottom of the page.**

## SITE DIAGRAM

