

J & M Displays, Inc.

# SHOOT TEAM AGREEMENT

RETURN TO THE J & M OFFICE ASAP!

The undersigned parties agree to the following terms and conditions in regard to the set up, firing and clean up of the following fireworks display:

**All shows will be electric matched at the display site. No product is to be transported pre-electric matched. This may require extra set-up time.**

SHOW NAME: Mt. Vernon High School

LOCATION: football field

DATE: Sept 18, 2015 SALES REPRESENTATIVE: Whitlock

REQUESTED ARRIVAL TIME TO SHOOT SITE: as needed NUMBER OF SHOOTERS NEEDED: \_\_\_\_\_

**Shoot Site Diagram Attached** \_\_\_\_\_ **Requested Length of Show** \_\_\_\_\_

LEAD SHOOTER: Ron Harrelson PHONE#: 318-848-7442 CELL #: \_\_\_\_\_

LIST SHOOTERS ASSIGNED TO THIS SHOW WITH HOME & CELL PHONE NUMBERS. **ONLY SHOOTERS THAT HAVE APPLIED FOR THEIR LETTER OF CLEARANCE CAN BE ON THE SHOOT SITE.** CHECK BOX IF EMPLOYER POSSESSOR QUESTIONNAIRE HAS BEEN APPLIED FOR (Call Judy at 800-648-3890 ext. 312 if unsure or if any questions.)

- \_\_\_\_\_
- Ron Harrelson
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

TOTAL AMOUNT OF SHOOT FEE: \$ 10.00

⇒ PORTION OF SHOOT FEE ALLOTTED FOR EXPENSES: \$( \_\_\_\_\_ )

⇒ PORTION OF SHOOT FEE ALLOTTED TO PAY SHOOTERS: \$ 10.00

The undersigned parties agree that they are responsible for making sure that 1) NO persons under the age of 18 are allowed on the shoot site; 2) NO alcohol or drugs are allowed on the shoot site and 3) that the "camp" area for the shoot team is at a distance of at least as far as the spectator area or NFPA recommendation (70' per inch of shell diameter). J & M Displays, Inc. has workman's compensation insurance coverage on eligible J & M shooters. These shooters will be covered with workman's compensation insurance when they are employed to shoot a J & M show. **A Shoot Team Report must be completed on site and returned within 14 days to record employment and to pay shoot fees.**

**SIGNATURES REQUIRED.**

Monte  
SALES REPRESENTATIVE

8-21-15  
DATE

*Ron Harrelson*  
LEAD SHOOTER

8-28-15  
DATE

Complete back of this form for any equipment needed to fire this show. We'll provide as much as possible depending on availability.

- show work comp
- special instructions

## FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

Return to: [dianah@landmdisplays.com](mailto:dianah@landmdisplays.com), fax 267-392-3890 or  
mail to J & M Displays, Inc., 18064 170<sup>th</sup> Avenue, Yarmouth, IA 52660

CERTIFICATE HOLDER: Mt. Vernon School District It's employees and agents

ADDRESS: 731 Palisads Road SW

CITY: Mt. Vernon STATE: IA ZIP: 52314

PHONE: 319-895-8843 FAX: \_\_\_\_\_

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

EFFECTIVE DATE(S): September 18, 2015 RAIN DATE: October 16<sup>th</sup>

**ADDITIONAL NAMED INSURED:**

1. NAME / ADDRESS / E-MAIL: City of Mt. Vernon, Ia  
INTEREST IN EVENT: AHJ
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: behind football 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)

X Distance to nearest exposure 270' ft. X Distance to spectators 400' ft.  
X Distance to nearest vehicle 300' ft.

Are there fallout spotters?  YES  NO Size of largest shell being shot: 3 inches

Name of designated Pyrotechnician: Ron Harrelson

**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.



## FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of August, 20 15, 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 High School, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 802.00 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 September 18, 20 15 at approximately 8:00:00 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 \$ 802.00 as a down payment upon execution of this Agreement. The balance of \$ -0- 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.

\$ \_\_\_\_\_ 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 \$ \_\_\_\_\_ 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 October 16th 2015 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, general liability insurance 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. All entities listed on the certificate of insurance will be deemed an additional insured. 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, general liability insurance coverage with a rating by AM Best of A VIII or higher, 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. All entities listed on the certificate of insurance will be deemed an additional insured. 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: Monte D. Whitlock   
J & M Displays, Inc.  
SELLER

BY:   
BUYER Matt Thede  
Mount Vernon Comm. School District

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

# J & M Displays Proposal Mt. Vernon High School

## Main Event

### Multi-shell Barrage Units

| Quantity                  | Name                           | Rising Effect | Price    | Total    |
|---------------------------|--------------------------------|---------------|----------|----------|
| 1                         | 100 shot mixed effect cake     |               | \$136.90 | \$136.90 |
| 1                         | Color tails to breaks 100 shot |               | \$136.90 | \$136.90 |
| Category shell Count: 200 |                                |               |          | \$273.80 |

### Ignition Items

| Quantity                | Name  | Rising Effect | Price  | Total  |
|-------------------------|---|---------------|--------|--------|
| 2                       | Fireworks port fire 30 minute Spikeless Waxed |               | \$0.01 | \$0.02 |
| Category shell Count: 0 |   |               |        | \$0.02 |

### 3 Inch Finales

| Quantity                 | Name                                  | Rising Effect | Price    | Total    |
|--------------------------|---------------------------------------|---------------|----------|----------|
| 2                        | Peony with palm pistil finale 10 shot | silver tail   | \$115.00 | \$230.00 |
| Category shell Count: 20 |                                       |               |          | \$230.00 |
| Section shell Count: 220 |                                       |               |          | \$503.82 |

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

|                             |                 |                    |           |
|-----------------------------|-----------------|--------------------|-----------|
| Fireworks price:            | \$503.82        | Total shell count: | 220       |
| Discount:                   | \$3.82          | Packing check:     | 6         |
| Sub-total Fireworks:        | \$500.00        | Date of display:   | 9/18/2016 |
| Sales tax:                  | \$0.00          | Customer number:   | 0         |
| Option sales tax:           | \$0.00          |                    |           |
| Insurance processing :      | \$250.00        |                    |           |
| License and permit:         | \$0.00          |                    |           |
| Shoot fee :                 | \$10.00         |                    |           |
| Delivery:                   | \$42.00         |                    |           |
| Musical firing:             | \$0.00          |                    |           |
| Shoot cost:                 | \$0.00          |                    |           |
| <b>Total price of show:</b> | <b>\$802.00</b> |                    |           |

Proposal print 11

**Total value of show is \$805.82. Your price is \$802.00**

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 safe-guarded 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.



# 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.**

## SITE DIAGRAM

