

Display Date(s):

July 3, 2013

CONTRACT

Show No.

S-29

THIS CONTRACT, entered into on this ___ day of _____, 2013, by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

LORAIN PORT AUTHORITY, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, same having been approved and accepted by CLIENT for providing a fireworks display service at:

301 LAKESIDE AVENUE, LORAIN, OHIO

on the following date(s):

WEDNESDAY, JULY 3, 2013

circumstances permitting. It is understood and agreed that the DISPLAY COMPANY's chief on site pyrotechnician shall make the final determination if the conditions are conducive for a safe and proper fireworks display. In the event that inclement weather or other cause beyond the control of DISPLAY COMPANY should prevent the display on the day(s) above mentioned, the display will then be held on **THURSDAY, JULY 4, 2013**.

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

TWENTY THOUSAND DOLLARS (\$20,000.00)

This contract must be executed within thirty (30) days from date DISPLAY COMPANY signed at bottom of second page. If CLIENT does not return the signed contract within thirty (30) days of that date, this contract will be void and a new contract will need to be negotiated. CLIENT agrees to pay the deposit of **FIVE THOUSAND DOLLARS (\$5,000.00)**, which is Twenty Five Percent (25%) of the total agreed price, by check made payable to AMERICAN FIREWORKS COMPANY by **March 14, 2013**. CLIENT shall pay the balance of said display(s) upon receipt of invoices after each fireworks display(s), by check made payable to AMERICAN FIREWORKS COMPANY.

CLIENT agrees to provide security to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the conducting of the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s). The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees (Seventy Five Dollars [75.00]) necessary to conduct fireworks display, which is reflected in the price of this contract. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

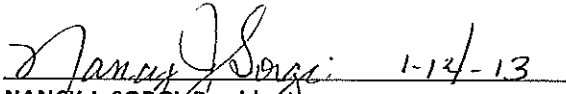
It is understood and agreed that the fireworks display herein contracted for by the CLIENT is created particularly for and on account of said contract and specially produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. As a result, it is agreed to by the parties that the CLIENT may only terminate this contract by giving at least sixty (60) days written notice of cancellation prior to the display date(s). In the event that the CLIENT shall provide cancellation of the contract within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event and/or contract for fireworks display is less than sixty (60) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.

This contract shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY - DISPLAY COMPANY

LORAIN PORT AUTHORITY - CLIENT


NANCY J. SORGI, President

SIGNATURE

PRINTED NAME

DATE