

15-293

Bartolotta Fireworks Company, Inc.

PO Box 5
Genesee Depot, WI 53127
Phone: (262) 968-4178
Fax: (262) 968-2254
www.bartolottafireworks.com

Contract

This contract entered into this 1st day of February, 2015, by and between:

Bartolotta Fireworks Company, Inc., dba
Bartolotta Fireworks, hereinafter referred to as "**Bartolotta**"
A Wisconsin Corporation, duly licensed by the BATFE.

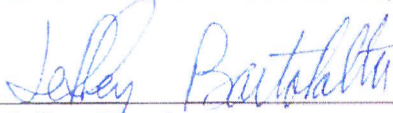
-and-

Sponsor: City of Manitowoc
Hereinafter referred to as "**Sponsor**"

1. Bartolotta agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.
2. Bartolotta agrees to provide insurance coverage of Five Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker's Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Bartolotta only and does not extend to any other aspect of the event.
3. The date of this display is: **July 4th, 2015** at: _____ pm. In the event of inclement weather, the display will be rescheduled for the **next night** _____ at no additional cost to the Sponsor (dates around the 4th of July are excluded unless approved by Bartolotta). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Bartolotta's cost, damages, and expenses.
4. The cost of the display is: **\$17,000.00**. A deposit in the amount of: **\$8,500.00** shall be made at the time of signing this agreement. The balance due shall be paid to Bartolotta within 10 days following the display. A 2.5% Hazardous Material Handling fee will be added to the invoice (based on the display cost) along with any permit fees paid by Bartolotta. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.
5. Sponsor, at sponsor's expense, agrees to provide Bartolotta with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Bartolotta. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor.

6. After the display, the pyro technicians will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning search of the grounds/location is of utmost importance and the search will be conducted by the Sponsor. If any unexploded shells or devices are found, Bartolotta will be contacted immediately to properly dispose of said material. Bartolotta will be responsible for the removal of all equipment provided by Bartolotta. Sponsor will be responsible for any remaining cleanup that may be required after the display.
7. Sponsor agrees to hold Bartolotta harmless from all claims and a penalty made against Bartolotta in the event the display fails to start on time or is disrupted as a direct result of equipment or product malfunction or failure.
8. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Bartolotta. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein, and shall be severally responsible for their own separate debts and obligations.
9. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.
10. Any Additional Provisions:

BARTOLOTTA FIREWORKS CO., INC.

By: 
 Jeffrey Bartolotta

Date Signed: 2 / 2 / 15

By: 
 James Bartolotta

Date Signed: 2 / 2 / 2015

Address: PO Box 5
 Genesee Depot, WI 53127

CITY OF MANITOWOC:

By: _____
 Justin M. Nickels, Mayor

Date signed ____ / ____ / ____

By: _____
 Jennifer Hudon, City Clerk

Date signed ____ / ____ / ____

Address: 900 Quay Street
 Manitowoc, WI 54220

Phone: 920-686-6950

Email: Heather Sohlden/ hsohlden@manitowoc.org