

## PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on April 17, 2023 by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and Lexington Fayette Urban County Government Parks and Recreation (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on July 4, 2023 (Alternate Date: July 5, 2023). (the "Display Date"), weather permitting.

Customer agrees to pay Pyrotecnico the sum of \$18,000.00 (the "Contract Price") due July 4, 2023. An interest penalty of 1% of any amount approved and unpaid shall be added to the amount approved for each month or fraction thereof after the thirty (30) working days which followed receipt of vendor's invoice by the purchaser. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional \$1,800.00 for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional \$7,200.00 for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to \$9,000.00.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **500 FEET** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

**PYROTECNICO:**

By (sign): *Muhammad Hamed*  
Name: MUHAMMAD HAMED  
Title: CORPORATE SECRETARY  
Date: APRIL 17, 2023  
Address: PO Box 149  
New Castle PA 16103  
Phone: (724) 652-9555  
Email: contracts@pyrotecnico.com

**CUSTOMER:**

By (sign) : *Linda Gorton*  
Name: Linda Gorton  
Title: Mayor  
Date: 5/17/2023  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



**CONTACT/INSURANCE INFORMATION FORM**

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): \_\_\_\_\_

Primary Point of Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Date(s) of Show: \_\_\_\_\_ Display Start Time(s): \_\_\_\_\_

Rain/Postponed Date(s): \_\_\_\_\_

Day-of-Show Contact Name: \_\_\_\_\_

Day-of-Show Mobile Phone Number: \_\_\_\_\_

Day-of-Show Email: \_\_\_\_\_

Display Site Location(s) and Address(es): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

\_\_\_\_\_  
\_\_\_\_\_

Additionally Insured – If Applicable:

\_\_\_\_\_  
\_\_\_\_\_



Mary Killingsworth &lt;mkillingsworth@pyrotecnico.com&gt;

---

**FOR FULL EXECUTION = Pyrotecnico's July 4, 2023 Lexington Fayette Urban County Government Parks and Recreation Fireworks Display Agreement**

1 message

**Mary Killingsworth** <mkillingsworth@pyrotecnico.com>

Mon, Apr 17, 2023 at 9:01 AM

To: Amber Luallen &lt;aluallen@lexingtonky.gov&gt;, cmele &lt;cmele@pyrotecnico.com&gt;

Cc: Jessica Piersol &lt;jpiersol@lexingtonky.gov&gt;, Elizabeth Johnson &lt;ejohnson3@lexingtonky.gov&gt;

Of course!

Kindly find attached the revised Agreement, already signed by Pyrotecnico that will deliver to your office tomorrow.

Upon full execution and completion of the Agreement, I only need an emailed copy to [mkillingsworth@pyrotecnico.com](mailto:mkillingsworth@pyrotecnico.com).

Upon my receipt, I will provide you with the COI.

Thank you,

--

**Mary Killingsworth**

SENIOR MANAGER OF ADMINISTRATION

(m) +1 724.730.7037

(o) +1 724.923.6607

LiveEvents.com



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.

On Fri, Apr 14, 2023 at 11:41 AM Amber Luallen &lt;aluallen@lexingtonky.gov&gt; wrote:

Our law department has pointed out that as a government we are limited by KY State law on what we are allowed to pay in interest penalties. Can you see her notes in red below. Can you amend the contract to reflect her comment in green?

Also, they won't complete execution without a live signature document. If you are able to make the change as corrected could you also mail me a live signature copy. We had to overnight it last year as you may recall as I did not realize that was holding things up – hoping to avoid all that this year if possible. Do you have a minute to discuss this by phone?

Finally, last year we sent the PO as the deposit and then had a check for the full amount the day of. We can absolutely split that into two payment and pay a deposit by check in advance, but we are the ones from last year that agreement has to get two readings by our council before I can start the check process. I am concerned I will not be not able to have that \$9,000 by the May 12.

-

### **Pyrotecnico Fireworks Agreement**

**Paragraph 3 reads:** *Customer agrees to pay Pyrotecnico the sum of \$18,000.00 (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of \$9,000.00 is due **May 12, 2023** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.*

The interest penalty on late payments for local governments is set in KRS 65.140, which reads, "An interest penalty of 1% of any amount approved and unpaid shall be added to the amount approved for each month or fraction thereof after the thirty (30) working days which followed receipt of vendor's invoice by the purchaser".

As such, the service fee should be reduced from 1 ½% to 1% to match KRS 65.140.

Thank you!

**Amber Luallen**

*Parks Superintendent – Cultural Arts & Events*  
Lexington Parks & Recreation

859.288.2925 office

859.489.9750 cell

[lexingtonky.gov](http://lexingtonky.gov)



**LEXINGTON**

---

**From:** Mary Killingsworth <[mkillingsworth@pyrotecnico.com](mailto:mkillingsworth@pyrotecnico.com)>

**Sent:** Thursday, March 9, 2023 1:49 PM

**To:** Chris Mele <[cmele@pyrotecnico.com](mailto:cmele@pyrotecnico.com)>

**Cc:** Amber Luallen <[aluallen@lexingtonky.gov](mailto:aluallen@lexingtonky.gov)>; Jennifer Meunier <[jmeunier@lexingtonky.gov](mailto:jmeunier@lexingtonky.gov)>

**Subject:** Pyrotecnico's July 4, 2023 Lexington Fayette Urban County Government Parks and Recreation Fireworks Display Agreement for Signature

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hiya Ladies!

Kindly find attached the July 4, 2023 Fireworks Display Agreement and deposit invoice. **\*\*PLEASE BE ADVISED:** Our payment remittance information has changed via the attached "Pyrotecnico Fireworks - Remittance Update Letter".

For legal ease, this Agreement language is verbatim of the 2022 fully executed between both parties.

May I please request to receive the fully initialed, signed, and completed 2-page Agreement via email to [mkillingsworth@pyrotecnico.com](mailto:mkillingsworth@pyrotecnico.com)?

Upon my receipt, I'll provide you with the fully executed Agreement and COI.

Thank you,

--

**Mary Killingsworth**  
SENIOR MANAGER OF ADMINISTRATION

(m) +1 724.730.7037

(o) +1 724.923.6607

LiveEvents.com



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.



**DOC041723-04172023095519.pdf**

2028K