



CONTRACT

Agreement dated this 5th day of December, 2012, by and between Vermont Fireworks Co. Inc., Northstar Fireworks Displays, of East Montpelier, Vermont, hereinafter called "CONTRACTOR," and the Town of Hinesburg, hereinafter called "SPONSOR." Witnesses that, for and in consideration of the mutual covenants, agreements and conditions hereinafter contained, the parties hereto agree as follows:

I. Performance by CONTRACTOR: CONTRACTOR agrees to furnish and operate, as hereinafter provided, a legal fireworks display at the location known as **Hinesburg Elementary School**, in the Town of **Hinesburg**, State of **VT**, on the **4th** day of **July, 2013**, at **Dusk**.

II. Postponement: In the event that inclemency requires postponement of said fireworks display at day and time stated in Paragraph I, CONTRACTOR agrees to furnish and operate same on the _N/A_ day of _N/A_, 20_N/A_, at _N/A_, or, in the event that inclemency requires further postponement, at such date and time as is mutually agreeable to both parties hereto, within sixty (60) calendar days of the date stated in Paragraph I.

III. Right of inspection by SPONSOR: Contractor agrees to afford SPONSOR's official representative the opportunity to inspect all fireworks furnished in fulfillment of this contract, provided such inspection takes place at the direction of CONTRACTOR, and no less than sixty (60) minutes before the time stated in Paragraph I.

IV. Official representative of SPONSOR: SPONSOR hereby designates _____ as official representative of SPONSOR.

V. Compensation: In consideration of services provided in fulfillment of this contract, SPONSOR agrees to pay to CONTRACTOR the sum of \$5,000.00 dollars, said sum to be paid to CONTRACTOR or to other person with authority to receive payments on behalf of CONTRACTOR in cash currency or by check immediately prior to said fireworks display by SPONSOR's official representative.

VI. Postponement compensation: In the event that said display is postponed as described in Paragraph I, and in Paragraph II, SPONSOR agrees to pay the CONTRACTOR the sum of ten percent (10%) of the contract price for each such postponement.

VII. Assignment: It is mutually agreed that the CONTRACTOR agrees to furnish an experienced Pyrotechnician for said display.

VIII. Responsibilities of SPONSOR: The said party of the second part agrees to procure and furnish a suitable place to display the said fireworks, and to secure all Police, Fire, Local and State permits, and to arrange for any security bonds as required by law in their community when necessary, **and agrees to furnish necessary police, fire and sponsor protection, for proper crowd control, auto parking, and proper supervision in clearing of debris after the display.**

Total Display Amount	\$5,000.00
Less Discount	\$0.00
Less Deposit	<u>\$0.00</u>
Balance Due	\$5,000.00

A handwritten signature in blue ink that reads "Dianna Jean Montague".

Dianna Jean Montague, Office Manager
Northstar Fireworks Displays

Agent of the Town