



1 This agreement dated December 21, 2015 consisting of two (2) pages is for a

2 Fireworks Performance Contract

3 Between: Fireworks by Grucci, Inc. And: Tuckahoe Village Hall
 4 20 Pinehurst Drive 65 Main St.
 5 Bellport, NY 11713 Tuckahoe, NY 10707
 6 Tel: 631-286-0088 914-961-3100
 7 Fax: 9036 3114

9 I. AGREEMENT:

10 Whereas both Fireworks by Grucci, herein referred to as Grucci and the Village of Tuckahoe, herein referred to
 11 as Sponsor agree that Grucci shall pending receipt of all required permits, signed contract and payment in full,
 12 produce and display fireworks on the Parkway Oval-Recreation field, Railroad Avenue, Tuckahoe, NY as follows:
 13

Date	Time of Display	Duration (minutes)	Class of Fireworks	Fireworks Contract	Discount	Total Fireworks Performance Contract
July 16, 2016	9:30pm Initial here	8 - 10	City	\$20,750	-\$1,500	\$19,250

15 II. SERVICE AGREEMENT:

16 The Total Fireworks Performance contract cost above is quoted fob destination at site for the fireworks display
 17 and transportation of personnel, equipment and fireworks. Services that need to be provided and paid for by
 18 the sponsor are as follows:

- 19 • Section VI. Government Permits and Regulations
- 20 • Security upon arrival until departure at loading and firing locations as provided and determined by
 21 the Village of Tuckahoe Police Department, in its sole discretion.
- 22 • Provide direct cell phone or 2-way radio communications to authorize performance time.
- 23 • Site access, use and detailed clean-up.

25 III. PAYMENT SCHEDULE:

26 Payment of the Total Fireworks Performance Contract for \$19,250 shall be paid by sponsor as follows:

- 27 a) A deposit of 50% is due and payable on or before January 15, 2016
- 28 b) The balance of 50% is due and payable on or before July 1, 2016.
- 29 c) A fee of \$200.00, plus 1 ½% interest will be charged to any unpaid balance per month.

31 IV. CREDITING:

32 The sponsor agrees to credit Grucci as "Fireworks by Grucci" in all event programs, invitations, press release,
 33 advertising, or promotion copy that is within sponsor's authority.

35 V. RESCHEDULE DATE:

36 In the event the fireworks performance is rescheduled for any reason, Grucci will reserve July 17, 2016
 37 accordingly in consideration for a 15% fee per day of the Fireworks Performance Contract total plus all out of
 38 pocket expenses. These costs shall be paid by the sponsor upon demand. In any event, the sponsor shall be
 39 responsible for full contract price and those related costs as stated above.

41 VI. GOVERNMENT PERMITS AND REGULATIONS

42 Grucci shall file for all necessary permits, licenses and approvals applicable to this contract. However, the
 43 sponsor shall be responsible for the payment of all government fees, fire department and police fees, taxes,
 44 including but not limited to, sales, use, excise, entertainment, import charges and bonds for such permits,
 45 licenses and approvals for the fireworks performance and the activities undertaken pursuant to this Agreement
 46 from the appropriate federal, state, and local authorities.
 47

★ AMERICAS FIRST FAMILY OF FIREWORKS ★

Fireworks by Grucci, Inc. ≈ 20 Pinehurst Drive ≈ Bellport, NY 11713 ≈ Tel: 631-286-0088 ≈ Fax: 631-286-9036
 FPC - Tuckahoe, Village of - 16-07-16

48 This Agreement is subject to all federal, state and municipal laws and regulations now in force or which may be
49 enacted before the completion of this Agreement. Should any municipal, state or federal law or ordinance be
50 passed which prohibits or restricts the performance or operation of the fireworks performance described herein,
51 the same shall automatically restrict or limit the fireworks performances described herein accordingly.
52

53 In the event the federal government or other regulatory authorities restricts or prohibits the use of any firework
54 as set forth herein, preventing Grucci from producing a performance as described above, then in such event,
55 Grucci shall substitute a firework of equivalent entertainment value, such substitution shall not constitute a
56 reduction in the contract price.
57

58 **VII. GENERAL PROVISIONS:**

- 59 a) Neither the Sponsor nor Grucci shall be in default or liable for any type of damages under this Agreement for any
60 Force Majeure event. A Force Majeure Event is any such unforeseen act or event this is beyond the reasonable
61 control of a party that prevents the Sponsor or Grucci from performing and is not the fault of the Sponsor or
62 Grucci; and in addition a Force Majeure Event is also defined as war, government intervention, un-navigable
63 waters or waterways, strikes, inclement weather, fire, explosions, civil disturbance, act of God or the public
64 enemy, military action, terrorist act, unforeseeable or unpreventable lack of materials or equipment.
65 b) Once the contract is signed and the performance is then cancelled by the sponsor for any reason, Grucci shall
66 be paid one hundred percent (100%) of the total contract price.
67 c) Grucci shall not be responsible for any weather or atmospheric conditions that may interfere with the
68 performance or aesthetic quality of the fireworks or the performance.
69 d) This agreement constitutes the entire Agreement between the parties relating to the subject matter hereof,
70 and may not be changed, modified, renewed, or extended except by a written agreement, signed by the party
71 against whom enforcement of change, modification, renewal or extension is sought.
72 e) Fireworks by Grucci agrees to procure general liability insurance in the amount of five million dollars and to
73 issue form attached hereto, evidencing such insurance and covering the persons and entities named therein
74 as additional insureds against any claims arising out of the sole negligence of Fireworks by Grucci, Inc. in
75 excess of \$2,500.00 per event.
76 f) This agreement shall be interpreted in accordance with and the rights of the parties hereto and shall be
77 determined by, the laws of the State of New York.
78 g) Any and all disputes, controversies, actions, claims, or proceedings arising under, out of, in connection, or
79 relating to the terms of this contract, and amendment thereof, commenced by, between or against any of the
80 parties to this contract shall be commenced and maintained solely in the courts of the State New York, and by
81 the signing of this contract all parties hereby submit to this same jurisdiction.
82 h) By signing this contract the Sponsor agrees to reimburse Grucci for any and all costs including but not limited
83 to administrative and attorney fees related to any and all disputes, controversies, actions, claims, and/or
84 proceedings arising under, out of, in connection, or relating to the terms of this contract.
85

86 **To validate this contract, it must be signed and returned to Grucci on**
87 **or before January 15, 2016.**
88
89
90

Mayor Steven Ecklund

Date

Felix James Grucci (Phil)
President/CEO

Date

91 ***Congratulations, you have just purchased the finest fireworks performance available in the world.***
92

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