

**CITY OF VIENNA  
CITY COUNCIL MEETING  
VIENNA CITY HALL**

**March 15, 2017  
6:30 P.M.**

**AGENDA**

1. Mayor Calls Meeting to Order.

2. Roll Call:

Hill\_\_\_\_ Evans\_\_\_\_ Myrick\_\_\_\_ Owen\_\_\_\_ Racey\_\_\_\_ Williams\_\_\_\_

3. Omnibus Consent Agenda

- Approval of the 03-01-17 Regular & Special City Council Meeting Minutes
- Approval of the Warrant

**Motion**\_\_\_\_ **Seconded**\_\_\_\_\_

Hill\_\_\_\_ Evans\_\_\_\_ Myrick\_\_\_\_ Owen\_\_\_\_ Racey\_\_\_\_ Williams\_\_\_\_

**PUBLIC COMMENT/ADDITION TO THE AGENDA**

**NEW BUSINESS**

4. Shawnee Worship Center- Consent to hold car show in City Park Saturday, June 17, 2017

5. Kevin MacDonald- Discussion with council on ditch project at the location of 809 North 6th Street

6. Authorization and Approval of Resolution No.17-02, an Inducement Resolution for Development Assistance of Property to be located in the Vienna TIF #2 District in the City of Vienna, IL

**Motion**\_\_\_\_ **Seconded**\_\_\_\_\_

Hill\_\_\_\_ Evans\_\_\_\_ Myrick\_\_\_\_ Owen\_\_\_\_ Racey\_\_\_\_ Williams\_\_\_\_

7. Authorization and Approval of Professional Services for the Establish of Tax Increment Financing Area #2

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Evans \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Williams \_\_\_\_\_

8. Authorization and Approval of Fireworks Display Agreement between Pyrotecnico and the City of Vienna- \$6,000.00  
D.J. -\$250.00, Craig Bradley  
Total Expense for Fourth of July Event- \$6,250.00 Tourism Fund

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Evans \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Williams \_\_\_\_\_

9. **City Elected and Appointed Officials:**

- Jon Simmons, Mayor- July 1st Event
- Aleatha Wright, City Clerk- demo grant, facade improvement program, animal ordinance amendment
- Josh Stratemeyer- City Attorney
- Shane Racey, City Superintendent
- Michelle Meyers, Treasurer
- Brent Williams, Fire Chief
- Jim Miller, Chief of Police- Ban Notice
- Margaret Mathis, City Librarian
- Phil Morris, Depot
- City Council

10. **Executive Session:** If necessary

11. **Adjournment:**

Motion \_\_\_\_\_ Seconded \_\_\_\_\_

Hill \_\_\_\_\_ Evans \_\_\_\_\_ Myrick \_\_\_\_\_ Owen \_\_\_\_\_ Racey \_\_\_\_\_ Williams \_\_\_\_\_

POSTED: 03-13-17

BY: A Wright

**Inducement Resolution to Shawnee \_\_\_\_\_ for Development Assistance of  
Property to be located in the Vienna TIF District #2 in the City of Vienna, Illinois**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the City of Vienna, Illinois, (the "City") desires to develop and redevelop an area for mixed land uses; and,

WHEREAS, it appears that the area can not be redeveloped without the adoption of tax increment financing plan pursuant to the Tax Increment Allocation Redevelopment Act (Act), 65 ILCS 5/11-74.1 et. seq. Revised Illinois Statutes ("TIF"); and,

WHEREAS, the City wishes to encourage \_\_\_\_\_ ("Developer") to pursue a plan for redevelopment of their property and make such expenditures as are reasonably necessary in that regard with confidence that said expenditures may be reimbursable redevelopment project costs under the plan once adopted and upon the work being performed; and,

WHEREAS, the City has the ability and legal authority granted by the Act to utilize TIF Funds to support economic development efforts in accordance with the goals of the soon to be established TIF Plan; and,

WHEREAS, the City's means for reimbursement to the Developer will be through reimbursement of a portion of eligible costs incurred by the Developer at the project site pursuant to 65 ILCS 5/11-74.1 et. seq. and within the TIF District Area and;

WHEREAS, the City will enter into a TIF Redevelopment Agreement with the Developer that comports substantially with the intentions and desires of both the City and the Developer, provided all parties agree to their meanings and terms upon the creation of said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Vienna, Illinois, that the City Council has examined the proposal made by the Developer concerning their development of property in exchange for financial assistance for improvements on the property, and at this time conclude that it is reasonable to believe that these actions are in the best interest of the City and it's residents in furtherance of the goals of the City, provided that this resolution is not a guarantee that any expenditures will be reimbursed, but rather an expression of the sense of the City at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Vienna, Illinois, that the City Council has examined the proposed area and circumstances, and at this time believe that it is reasonable to believe that a tax increment plan can be adopted for said area and expenditures of development costs in furtherance of the plan and potential development should be allowable redevelopment project costs under the plan, provided that this resolution is not a guarantee that any such plan will be adopted, but rather an expression of the sense of the City at this time.

PASSED this \_\_\_\_\_ day of March \_\_\_\_\_, 2017.



**Agreement for Professional Services  
City of Vienna, Illinois  
Establishment of Tax Increment Financing Area #2**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Vienna, Illinois, hereinafter referred to as the "City" and Moran Economic Development, hereinafter referred to as the "Consultant".

Whereas, the City has a need for assistance in the review and analysis of an area in the City as this review and analysis pertains to the use of tax increment financing (TIF); and,

Whereas, the Consultant is duly experienced in providing such assistance,

Now, Therefore, the City and the Consultant, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows:

**Scope of Services:**

The following Scope of Services applies to portions of the City of Vienna proposed for the establishment of a Tax Increment Financing.

**Feasibility Study**

The Feasibility Study will determine whether or not the properties proposed to be included are eligible for tax increment financing. The creation of this document will provide the City with the information it needs to conclude whether or not the creation of the Tax Increment Financing Plan (the "TIF Plan") is justified.

**A. Determination of Area of Study**

The City and the Consultant will meet in order to determine what properties the City wishes to have reviewed for the purposes of determining their eligibility for tax increment financing.

**Determination of Eligibility**

1. The Consultant will complete the field work necessary in order to make a determination as to whether or not the proposed properties are eligible for tax increment financing. In addition, the Consultant will review other County and City plans and documents when necessary.
2. The Consultant will use the definitions and guidelines as provided in the Illinois Tax Increment Allocation Redevelopment Act (as amended) in making its determination as to the eligibility of the proposed Area.
3. The consultant will collect the most recent equalized assessed valuation (E.A.V.) of each parcel in the proposed area from the County Assessor's office, including the names and addresses of

property owners. The consultant will also obtain the historical E.A.V. for each parcel as needed.

4. The City will make available to the Consultant its legal counsel, engineer, City staff, and other professionals associated with the City's work (including mapping, municipal legislation, etc.) for the purposes of completing the Eligibility Study.
5. The consultant will utilize its own GIS staff to conduct all land use and boundary maps. This will not be outsourced.

#### **B. Presentation to the City**

1. The Consultant will present its findings to the City Council. This presentation will include an explanation as to whether or not, in the opinion of the Consultant, the proposed properties were found to be eligible for tax increment financing, and the Consultant's account as to the manner in which the properties to be included have been found to be eligible or ineligible.
2. The City Council will then determine whether to authorize the completion of the TIF Plan. If the Board decides to proceed, then, at the discretion of the Council, it will authorize the Consultant to complete the TIF process.

#### **TIF Process**

Should the City Board determine to proceed, the Consultant will prepare the TIF Plan to include the areas identified by the City Council.

#### **A. Creation of the TIF Plan**

The TIF Plan will include the following items:

1. Description of tax increment financing as referenced by the Illinois Revised Statutes;
2. Documentation necessary to demonstrate that real property to be included in the TIF Plan meets the qualifying factors to be eligible for tax increment financing;
3. Objectives of the TIF Plan;
4. Land use for the properties to be included in the TIF Plan;
5. Description of projects and activities proposed within the properties to be included in the TIF Plan, both public and private;
6. Implementation strategy;

7. Estimated costs of the projects and activities proposed;
8. Estimated TIF budget;
9. Current and projected equalized assessed values for the properties to be included in the TIF Plan;
10. Assessment of the impact of the proposed TIF Plan on applicable taxing districts;
11. Boundary Map;
12. General Land Use Plan for the Area;
13. Eligibility Table showing the applicable factors present in the Area;
14. Other items necessary to complete the TIF Plan pursuant to the Revised Statutes of the State of Illinois.

#### **B. Presentation of the TIF Plan**

The consultant will present the TIF Plan to the City Council for its review and comment. The Consultant will integrate the City Council's comments, if applicable, into the final TIF document.

#### **C. TIF Process Notifications and Assistance**

The Consultant will provide guidance to the City on matters of notification and distribution in accordance with the TIF Act. This includes providing the City with draft documents of the interested parties registry, notification to taxing districts and property owners, newspaper publications and draft ordinances:

Assistance will come in the following;

1. Interested parties registry;
2. Preparation of a Request for Proposals;
3. Distribution of the TIF Plan;
4. Sending notices to affected taxing districts and affected property owners;
5. Publication of notice in a paper of local circulation;
6. Drafting of ordinances to approve the TIF Plan, TIF Process, and TIF Area.



#### **D. Meetings**

The Consultant will conduct the following meetings:

1. Joint Review Board  
Moran Economic Development will attend and conduct the meetings of the Joint Review Board.
2. Public Hearing  
Moran Economic Development will attend and conduct the Public Hearing.
3. Other Meetings  
Moran Economic Development will attend and conduct other meetings as necessary and as directed by the City.

#### **Information Provided by City**

1. Preparation of Legal Description of Redevelopment Area
2. Moran Economic Development will provide the names and addresses of affected property owners within the project area as well as those residential addresses that lie within 750 feet of the project area boundary. We will also provide taxing district information. The City will make the required notifications, mailings, and distributions to those parties. The consultant will provide guidance and suggested forms for use by the City. These notifications are to take place under an agreed upon schedule for execution of the TIF Plan.
3. Any amendments to the Comprehensive Plan if necessary.

#### **Timing**

Moran Economic Development, with cooperation from the City will coordinate an exact schedule for purposes of completing the Plan. The anticipated timeframe for completion of the Project would be four to seven months from the start of the Project.

#### **Fee for Service – TIF Redevelopment Area**

The total proposed fee for the above outlined Feasibility Study and TIF Plan will not exceed **\$20,900**, plus actual reimbursable expenses not to exceed \$1,500. Reimbursable expenses shall consist of actual costs incurred by Moran Economic Development for printing, travel, photographic work, production, delivery charges, long distance telephone charges and any other similar expenses required to provide the above Scope of Services. Such expenses shall be billed to the City at their direct and actual cost to Moran Economic Development. Paid receipts will be tendered to the City by the Consultant with each expense payment request.

Upon signing of Agreement for Technical Services .....	\$2,900
Upon presentation of the Eligibility Study to the City Council.....	\$8,000
Upon presentation of the TIF Plan to the City Council .....	\$8,000
Upon the completion of the Public Hearing.....	\$2,000

The total fee for establishing the Tax Increment Financing Area will be **\$20,900**

Payment of current charges and reimbursable expenses shall be made to the Consultant within 30 days of the receipt of the invoice concerning these items. Unpaid invoices shall accrue interest of 1.5% per month until paid.

### **Termination of Agreement**

If for whatever reason the City determines that the work should be terminated, the City will inform Consultant in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Consultant pursuant to Section 13 of this agreement.

The City will pay Consultant an amount representing the work performed to the date of termination, plus any expenses Consultant incurred to that date.

**1. Confidentiality; FOIA Requests. "Confidential Information"** means any information which Consultant has designated as confidential in writing or ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party's trade secrets, commercial information, proprietary information, and, private personal information. In the event the City, or an authorized representative thereof, receives a FOIA request for documents containing Confidential Information, City shall notify Consultant of the request. Upon receipt of such notice by email or facsimile, Consultant shall notify City within two business days whether, and if so why, it believes the requested documents are exempt from disclosure under the applicable FOIA law, or if any portion of the requested documents is exempt from disclosure (and therefore should be redacted) under the Illinois Freedom of Information Act or other applicable rules, laws or regulations.

**2. Not Legal Advice.** City understands that any information or deliverables Consultant provides to City in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.

**3. Delay.** Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultant.

**4. Relationship.** Consultant will act under this agreement as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint venturers or partners for any purpose.



5. **Enforceability.** The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.

6. **Amendments.** This agreement may not be amended or modified except in writing signed by the parties hereto.

7. **Governing Law.** The laws of the state of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this agreement.

8. **Notices.** All notices pursuant to this agreement must be in writing and delivered by hand, sent via telecopy or overnight delivery or by certified or registered mail to each party's address provided in this agreement.

9. **Entire Understanding.** This agreement sets forth the entire agreement and understanding between Consultant and City with respect to the subject matter hereof.

10. **Execution.** The signature of either party hereto that is transmitted to the other party or other party's authorized representative electronically (e.g. facsimile, e-mail, etc.) will be deemed for all purposes to be an original signature. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

City of Vienna

\_\_\_\_\_

\_\_\_\_\_

Mayor

ATTEST:

Moran Economic Development

\_\_\_\_\_



Keith Moran  
President



### FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks Inc.** ("Pyrotecnico") and **City of Vienna** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **GENERAL TERMS:**

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 1, 2017
Rain Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$6,000.00
Pre-Show Advance:	\$3,000.00
Pre-Show Advance Due Date:	May 15, 2017
Payment Terms:	Net 10
The term of this Agreement ("Term") shall begin on the Effective Date and end on:	July 10, 2017
Postponement Fee:	\$250.00
Cancellation Fee:	\$3,000.00

#### **SERVICE TERMS:**

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

#### **PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS**

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

#### **RAIN DATES**

Rain Dates must be negotiated by the Parties and are NOT available July 1<sup>st</sup> through July 7<sup>th</sup> unless specifically negotiated.

#### **DISPLAY RESPONSIBILITIES**

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A. procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C. providing adequate private or public security, police and fire protection,
- D. securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E. securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F. removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).





### **SCRIPTED SHOW AND MUSIC SOUNDTRACKS**

*For displays designated as "scripted" exhibitions:*

- A. Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B. Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4<sup>th</sup> of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C. Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

### **POSTPONEMENT**

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A. If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B. If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

### **CANCELLATION**

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A. If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B. If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice via certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

### **INDEMNIFICATION & INSURANCE**

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Client further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show location. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

If requested by Sponsor, Pyrotecnico will provide a certificate evidencing a maximum of \$10,000,000 general liability insurance coverage. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.



#### **CREDITING**

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsor's authority.

#### **MISCELLANEOUS**

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- B) 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 by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- C) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- D) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- E) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- F) The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- G) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- H) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- I) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- J) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- K) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- L) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO :

SPONSOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: PO Box 149

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

New Castle PA 16103

Phone: (724) 652-9555

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

Email: [mkillingsworth@pyrotecnico.com](mailto:mkillingsworth@pyrotecnico.com)

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





**CONTACT/INSURANCE INFORMATION FORM**

**You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.**

Sponsor Name: \_\_\_\_\_

Sponsor Contact Name: \_\_\_\_\_

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

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

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

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

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

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

Display Date: \_\_\_\_\_ Display Time: \_\_\_\_\_

Rain Date: \_\_\_\_\_

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

Phone/Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Display Site Location and Address:

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

Additionally Insured – If Applicable:

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

**\*\*PLEASE RETURN THIS COMPLETED FORM TO\*\***

FAX: +1.724.652.1288

EMAIL: mkillingsworth@pyrotecnico.com