

KELLNER'S FIREWORKS, INC.

2010 MUNICIPALITY & PUBLIC SCHOOL FIREWORKS PROGRAM

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PROGRAM OVERVIEW

Fireworks aren't just for the 4th of July! Kellner's has developed a special Municipality and Public School Fireworks Program. Our goal is to make a safe and spectacular fireworks displays accessible to all Municipalities and Public Schools, regardless of their budget.

We accomplish this by providing:

- The best fireworks on the market
- All equipment necessary to fire the display
- \$2,000,000 dollars of liability insurance
- A list of approved pyrotechnicians to shoot your display
- PLUS we'll deliver everything right to your door

This program is an excellent choice for high school football games, graduation ceremonies, grand openings, town festivals and of course holidays like the 4th of July! Our fireworks are hand picked from the highest quality products on the market and all of our displays are packaged as a complete show.

FREQUENTLY ASKED QUESTIONS

When should I schedule my display?

The date of your display is up to you. Kellner's requires that you place your order at least 2 weeks prior to that date. We also recommended that you contact the person shooting your display as early as possible.

Who will shoot my display?

Kellner's will provide you with a list of shooters. Customers are required to select a shooter from the list, as well as hire and pay the shooter independently from the display purchase.

Where should I shoot my display?

Once you've selected the date and shooter, you will need to choose a location for your display. As part of our program we require that the shooters follow NFPA 1123 (Code for Fireworks Display) when selecting a site and shooting the display.

How do I choose and what is included with each display?

Your budget will dictate which show you will purchase. In some cases the shoot site may affect how large of a firework can be safely used. All of our shows come pre-packed as a complete display and include all the necessary equipment.

On the following page you will find descriptions of each show package along with durations and costs. If you have any further questions regarding this program, please call us at 1-800-458-6000 or email us at info@kellfire.com.

SHOW DESCRIPTIONS

Show #1		
This Package Includes: 2 – 100 Shot Mixed Pastel Tails To Bombettes 1 – 60 Shot 2.5" Aerial Box 1 – 50 Shot 2" "Finale in a Box"		
Total Shots – 310	Approximate Duration – 5 Minutes	Cost – \$895.00

Show #2		
This Package Includes: 2 – 100 Shot Mixed Pastel Tails To Bombettes 1 – 60 Shot 2.5" Aerial Box 72 – Assorted 3" Color Shells 12 – 3" Titanium Salutes 1 – 100 Shot 2" "Finale in a Box"		
Total Shots – 444	Approximate Duration – 15 Minutes	Cost – \$1675.00

Show #3		
This Package Includes: 2 – 100 Shot Mixed Pastel Tails To Bombettes 1 – 60 Shot 2.5" Aerials 72 – Assorted 3" Color Shells 20 – Assorted 3" Fancy Color Shells 30 – 3" Titanium Salutes with Silver Tails 36 – Assorted 4" Color Shells 10 – 4" Kamuro Chrysanthemums 1 – 100 Shot 2.5" "Finale in a Box"		
Total Shots – 528	Approximate Duration – 20 Minutes	Cost – \$2750.00

Show #4		
This Package Includes: 1 – 36 Shot 2.5" Red, Blue, & Titanium Salute Cannonade 1 – 60 Shot 2.5" Aerials 72 – Assorted 3" Color Shells 40 – Assorted 3" Fancy Color Shells 30 – 3" Titanium Salutes with Silver Tails 36 – Assorted 4" Color Shells 10 – 4" Kamuro Chrysanthemums 24 – 5" Color Shells 6 – 10 Shot, 3" Color Finale Strings 4 – 10 Shot, 3" Titanium Salute Finale Strings 1 – 100 Shot 2.5" "Finale in a Box"		
Total Shots – 508	Approximate Duration – 25 Minutes	Cost – \$3995.00

AGREEMENT

This AGREEMENT is entered into this ___ day of _____, 20___, by and between KELLNER'S FIREWORKS, INC., a Pennsylvania business corporation (the "Company"), and _____, a [municipality/city] located in the Commonwealth/State of _____ (the "Customer").

RECITALS:

WHEREAS, the Company is in the business of selling firework products;

WHEREAS, the Customer wishes to present a fireworks display within its municipality/city but cannot make such presentation without special insurance coverage for such an event; and

WHEREAS, to enable the Customer to present a fireworks display, the Company is willing to include the Customer as an insured under its insurance policy under the terms and subject to the specific conditions set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Purchase of Firework Products.** For purposes of this Agreement, the term "firework products" shall include any and all fireworks, and related display items. The Customer acknowledges and agrees that all firework products to be used in any fireworks display to be covered by the Company's insurance policy, as specifically set forth in Section 2 hereof, shall be purchased by the Customer from the Company. The terms of any purchase of firework products from the Company shall be agreed to by the parties and set forth in a purchase order customarily used by the Company. The Customer agrees that no other firework products will be purchased and/or used in any fireworks display covered by Section 2. The Customer acknowledges and agrees that the use of any firework products not purchased from the Company shall be a breach of this Agreement, and, at the Company's option, in the Company's sole discretion, this Agreement may be terminated by the Company.
2. **Insurance Coverage.** Provided that the Customer only uses the firework products purchased from the Company, and provided further that the Customer uses a Certified Shooter (defined below) in accordance with the terms set forth in Section 3, the Company shall include the Customer as an insured under its insurance policy solely for the purpose of covering the fireworks display presented by the Customer. The Customer acknowledges and agrees that any use of firework products not purchased from the Company shall cause this Agreement to be null and void and the insurance coverage provided herein will not be applicable to the fireworks display.
3. **Certified Shooter.** As a condition to the insurance coverage to be provided under Section 2 hereof, the Customer agrees that only a Certified Shooter (as defined below) shall be permitted to shoot any fireworks used in the fireworks display, unless otherwise agreed to by the Company. A Certified Shooter shall be a shooter certified by either the Pyrotechnics Guild International (PGI) or by the state in which the Customer intends to display the fireworks (a "Certified Shooter") and must be included on a list of Certified Shooters provided by the Company. The use of an individual who is not a Certified Shooter, without the Company's prior written consent, or the use of a Certified Shooter that was not approved by the Company, shall constitute a breach of this Agreement and the obligation to provide insurance coverage under Section 2 shall be null and void. The Customer shall require that the Certified Shooter comply with all National Fire Protection Association (NFPA) regulations. The Customer acknowledges and agrees that use of any firework products not in compliance with NFPA regulations shall constitute a breach of this Agreement and any insurance coverage to be provided under Section 2 shall be null and void.
4. **Product Storage.** The Customer acknowledges and agrees that any and all firework products purchased from the Company and subject to the terms of this Agreement shall be maintained and stored in accordance with all Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) regulations. The Customer acknowledges and agrees that storage of any firework products not in compliance with ATF regulations shall constitute a breach of this Agreement and any insurance coverage to be provided under Section 2 shall be null and void.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws, and not the law of conflicts, of the Commonwealth of Pennsylvania.
6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7. Entire Agreement; Amendment. This Agreement, and any purchase orders between the parties as referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof and may only be amended by a writing signed by the party to be bound.

8. A municipality/public school purchase order listing the approximate show budget and Kellner's Fireworks Inc.'s release/authorization form listing who can order and receive Display Fireworks on behalf of the government entity must be filled out and signed by an officer of the municipality/public school and sent to Kellner's Fireworks Inc. prior to any agreement being made for Kellner's Fireworks Inc. to sell fireworks to the Municipality/Public School.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first above written.

COMPANY:

CUSTOMER:

KELLNER'S FIREWORKS, INC.

Robert T. Kellner, President

CUSTOMER INFORMATION

Municipality/Public School Name _____

Contact Person _____

Mailing Address _____

City

State

Zip

Phone _____

Fax _____

Certified Shooter Name _____

Mailing Address _____

City

State

Zip

Phone _____

Fax _____

Show Date _____

Show Location _____

Additional Directions to Location where Product is to be Delivered

