

ORDINANCE NO. 2005-16

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ROZZI'S FAMOUS FIREWORKS TO PROVIDE A FIREWORKS SHOW DURING THE CITY OF MASON'S "RED, RHYTHM & BOOM" FOURTH OF JULY CELEBRATION

WHEREAS, the City of Mason is hosting its annual Fourth of July Celebration for all residents of the community; and

WHEREAS, as part of the overall festivities, a fireworks show is scheduled to be one of the major highlights of the event; and

WHEREAS, the City has contracted for fireworks services from Rozzi's Famous Fireworks, Inc., in the amount of \$25,000.00, in accordance with the terms of the proposal, a copy of which is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members thereto concurring:

Section 1. That the proposal of Rozzi's Famous Fireworks, Inc., in the amount of \$25,000.00 for fireworks services during the Fourth of July Celebration is hereby accepted.

Section 2. That the City Manager is hereby authorized and directed to enter into an agreement with Rozzi's Famous Fireworks, Inc., to provide fireworks services according to the specifications set forth by the City.

Section 3. That the Finance Director is hereby authorized and directed to pay Rozzi's Famous Fireworks, Inc., the sum of \$25,000 in accordance with the terms of the proposal.

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 14th day of March, 2005.

Attest:


Clerk of Council


Mayor

ROZZIS' FAMOUS FIREWORKS, INC.
DISPLAY CONTRACT

This Agreement entered into this 17th day of December 2004, by and between **ROZZIS' FAMOUS FIREWORKS, INC.** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and Mason Parks & Recreation, Mason, OH ("Buyer") WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the 3rd day of July 2005 and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event.

In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display on July 3, 2005 at the location of Mason, OH and fire the fireworks display, to comply with regulations outlined in NFPA 1123-2000 edition, ORC §3743.54. FM 1307, and the local regulations required by the AHJ. **Please specify a rain out date:** _____
2. Rozzi's' shall obtain all necessary state and local permits as required by law.
3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars (\$10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.
4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 100.0' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.
5. Buyer agrees to pay Rozzi's' the sum of \$ 25,000.00 for the materials, setup and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: \$5000.00 upon the signing of this Agreement; the balance of \$ 20,000.00 to be paid within 10 days after completion of the fireworks display.
6. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:
 - (A) 5% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such cost and expenses are to be at the cost and expense of Buyer and shall be paid to Rozzi's'.
 - (B) Should there be a need to disassemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.
 - (C) Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi's' 30% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's', and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

7. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2000 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2000 edition, ORC §3743.54; FM 1307 and local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.
8. This Agreement shall not be construed to create a partnership between the parties hereto.
9. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result form the inability to perform the fireworks display.

IN WITNESS WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this Agreement on the _____, 2004

SELLERS:

ROZZIS' FAMOUS FIREWORKS, INC.

BUYER:

City of Mason

(name of Buyer)

By _____

By Scott F. Lahrer

Its _____

Its City Manager