

ROZZI, INC.



January 4, 2006

Mark Schoemehl  
Recreation Manager  
Mason Parks & Recreation  
6000 Mason Montgomery Rd  
Mason, OH 45040

Dear Mark Schoemehl:

I have attached our contracts for the Fireworks event held on July 3, 2006. Please review the contracts; you will see that there are two (2) contracts. Our accountant has advised us to split our shows between our two companies.

Rozzi, Inc. will provide the materials and Rozzi's Famous Fireworks the Display. We require a down payment made out to **Rozzi's Famous Fireworks**. You will receive two **invoices** at the completion of the show. Please make out checks to both companies.

If all the terms are agreeable, sign and return no later than January 30, 2006. I will then sign and return to you a fully executed copy. The insurance certificate will be sent to you as soon as I receive the signed documents.

The family and staff of Rozzi's sincerely thank you and we look forward to a great show.

Sincerely,

Nancy M Rozzi  
Rozzi's Famous Fireworks, Inc.

Contract  
Info Form:



P.O. Box 5  
11605 Lebanon Road  
Loveland, OH 45140  
513/683-0620  
Fax 513/683-2043

**ROZZI, INC.**  
**MATERIAL CONTRACT**

This Agreement entered into this 4<sup>th</sup> day of January 2006, by and between **ROZZI, INC.** (Rozzi, Inc) or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Mason Parks & Recreation of Mason, OH** ("Buyer") WHEREAS, Rozzi, Inc. has submitted its proposal to furnish fireworks at an event to be held the 3<sup>rd</sup> day of January, 2006 and given by Buyer, and Buyer desires to hire **Rozzi, Inc.** to provide all the fireworks for the 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, Inc.** shall furnish the materials for the fireworks display on July 4, 2006 at the location of **Pine Hills Lake Park of Mason, OH** (Event Site)
  
2. Buyer agrees to pay Rozzi, Inc. The sum of **\$ 12,500.00 for materials** rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: **\$ 0.00 upon** the signing of this Agreement; **the balance of \$ 12,500.00** to be paid within 10 days after completion of the fireworks display.
  
3. Buyer and Rozzi Inc. agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi, Inc. in addition to the Contract Price sum in paragraph 2 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, Inc. the additional sum of 20% of the Contract Price.

3.1 Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi, Inc 30% of the Contract Price.

4. This Agreement shall not be construed to create a partnership between the parties hereto.

IN WITNESS WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this Agreement on the 22 February, 2006.

SELLERS:  
ROZZI, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

BUYER:

City of Mason, Scott F. Lahmer  
(Name of Buyer)

By [Signature]

Its City Manager

**ROZZI, INC.**  
**MATERIAL CONTRACT**

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1. **Rozzi, Inc.** shall furnish the materials for the fireworks display on July 4, 2006 at the location of **Pine Hills Lake Park of Mason, OH** (Event Site)
  
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  - (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, Inc. the additional sum of 20% of the Contract Price.

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SELLERS:  
ROZZI, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

BUYER:

City of Mason, Scot F. Lakmo

(Name of Buyer)

By Scot F. Lakmo

Its City Manager

(Rozzi's) or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Mason Parks & Recreation of Mason, OH** ("Buyer")\WHEREAS, Rozzi's has submitted its proposal to display fireworks at an event to be held the 3<sup>rd</sup> day of July, 2006 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, 2006** at the location of **Pine Hills Lake Park of Mason OH** (Event Site) Rozzi's agrees to provide experienced operators to set up 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.
2. Please specify a rain out date: NA
3. Rozzi's shall obtain all necessary state and local permits as required by law.
4. 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.
5. Rozzi's shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' 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.
6. Buyer agrees to pay Rozzi's the sum of **\$12,500.00** for **insurance, labor and services** rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: **\$ 5000.00** upon the signing of this Agreement; the balance of **\$ 7500.00.00** to be paid within 10 days after completion of the fireworks display.
7. 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 were 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.
- 7.1 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.

8. 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, Buyer shall pay the cost incurred to meet those requirements.
9. This Agreement shall not be construed to create a partnership between the parties hereto.
10. 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 22 February, 2006.

SELLERS:  
ROZZIS' FAMOUS FIREWORKS, INC.

BUYER:  
City of Mason, Scot F. LaHmer  
(Name of Buyer)

**ROZZI'S FAMOUS FIREWORKS, INC.**  
**DISPLAY CONTRACT**

This Agreement entered into this 4<sup>th</sup> day of January 2006, by and between **ROZZI'S FAMOUS FIREWORKS, INC.** (Rozzi's) or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Mason Parks & Recreation of Mason, OH** ("Buyer")\WHEREAS, Rozzi's has submitted its proposal to display fireworks at an event to be held the 3<sup>rd</sup> day of July, 2006 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, 2006** at the location of **Pine Hills Lake Park of Mason OH** (Event Site) Rozzi's agrees to provide experienced operators to set up 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.
2. **Please specify a rain out date:** \_\_\_\_\_
3. Rozzi's shall obtain all necessary state and local permits as required by law.
4. 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.
5. Rozzi's shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' 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.
6. Buyer agrees to pay Rozzi's the sum of **\$12,500.00** for **insurance, labor and services** rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: **\$ 5000.00** upon the signing of this Agreement; the balance of **\$ 7500.00.00** to be paid within 10 days after completion of the fireworks display.
7. 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:
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10. 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 from 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 22  
February, 2006.

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 14<sup>th</sup> day of March, 2005.

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Mayor

Attest:

**TO:** City Council  
**FROM:** Scot F. Lahrmer, City Manager  
**RE:** Fireworks Contract  
**DATE:** March 9, 2005

**ITEM:** Provide a fireworks display during the City of Mason's Red, Rhythm & Boom Celebration.

**ACTION REQUESTED:** By motion, adopt **Ordinance 2005 - 16** authorizing a contract for Rozzi's Famous Fireworks to provide a fireworks display during the City of Mason's Red, Rhythm & Boom Independence Day Celebration on July 3rd.

**BACKGROUND:** The City has been hosting an annual Fourth of July Celebration for the last five years now known as "Mason's Red Rhythm & Boom." This event has witnessed tremendous growth with its main entertainment, festival atmosphere, a Kids Zone and of course, fireworks. City Council approved Ordinance 2004-119 for the entertainment this year to be the high profile act of Survivor and Lou Gramm of Foreigner. While the City has attracted a significant crowd in the past, the combination of this year's two acts, an even larger crowd is expected. Also, due to the fact that the entertainment necessitates a larger stage that will no longer fit safely at Pine Hill Lakes, we are planning to host the event at Nixon Park. The stage will be located near the pool and the soccer fields will allow a larger crowd. The fireworks will shoot off from the same location with the crowds facing them instead of turning around to see them like past years at Pine Hill Lakes Park.

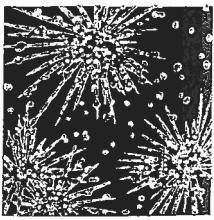
Rozzi's Famous Fireworks has been providing Mason's Fireworks since its inception in 1999. They have the ability to provide, first and foremost, a safe display and secondly, the best exhibit for the money. We are recommending a show of \$25,000, which is a slight update from the \$21,000 display in 2004. The 2004 display was only a shoot while the 2005 display will be a show produced by Rozzi's synchronized to patriotic music.

Because of their impeccable references, excellent safety record and their extensive experience in providing high quality fireworks displays, a contract with Rozzi's Famous Fireworks is recommended.

Adoption of **Ordinance 2005 - 16** is recommended. If you have any questions, please let me know.

c: Michael Hecker  
Jennifer Heft

ROZZI, INC.



ROZZI'S  
FAMOUS  
FIREWORKS

SINCE 1895

ROZZI'S FAMOUS FIREWORKS INSURANCE FORM 2006

**Please fill out your insurance information with the names of additional insured, as you would like them printed on the insurance certificate.**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**Billing information:**

Name of Sponsor \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_ PH \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_

Contact day of show \_\_\_\_\_ Ph \_\_\_\_\_ email \_\_\_\_\_  
Pager \_\_\_\_\_ Cell \_\_\_\_\_

**FIRE DEPT. INFORMATION**

FIRE Dept \_\_\_\_\_

Fire Safety Inspector \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ email \_\_\_\_\_

Please also provide the exact name of the **Location of the Show i.e. a Park, Property, Street etc.** \_\_\_\_\_ **COUNTY** \_\_\_\_\_

**Time of Show** \_\_\_\_\_



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Loveland, OH 45140  
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Fax 513/683-2043