

**Four Seasons Display, Inc.
5500 New Jersey Avenue
De Leon Springs, Florida 32130
386-878-9832**

CONTRACT

THIS CONTRACT, entered into this _____ day of _____ 2022, by and between

**FOUR SEASONS DISPLAY, INC.
AND
PROJECT SCHOLARS, INC.**

FOR AND IN CONSIDERATION of the mutual promise of benefits to be derived by both parties, they do hereby agree to the following and in this contract Project Scholars, Inc. is known as CLIENT or Aileen Mand known as CLIENT AGENT.

Four Seasons Display, Inc. will present a Fireworks display event October 15, 2022 for \$7,500.00 (Seven Thousand Five Hundred Dollars) at Waterfront Park, Clermont, Florida. Duration and pace for the display to be decided at time of deposit. A recommended duration and pace chart is included for guidance. Four Seasons Display, Inc. will assist with coordinating live music with the fireworks.

EXCEPTIONS BEING: Bad weather and/or any unsafe conditions

CLIENT PARTY CANCELLATION: Show will be re-scheduled and set as rain date TBD. Rain date shall be within 30 days or a non-holiday as agreed upon by both parties.

CLIENT agrees to reimburse Four Seasons Display, Inc. for any and all additional cost incurred for fire protection if required by City of Clermont or local jurisdiction. Client Agrees to obtain necessary permitting as permitting authority with documents supplied by Four Seasons Display, Inc.

CLIENT agrees to supply a safe and secure set-up site for this event including crowd control. During the show a safe fallout area of 500' radius from the barge must be maintained for the safety of spectators.

FOUR SEASONS DISPLAY, INC. shall provide general liability insurance in the amount of \$5,000,000 and name Project Scholars, Inc. and City of Clermont, as additional insured. The insurance policy shall be issued by a company acceptable to City of Clermont. Furthermore, in consideration of ten (10) dollars included in the amount to be paid as set forth herein, the sufficiency of which is acknowledged, Four Seasons Display, Inc. agrees to indemnify and hold harmless the City of Clermont, its employees, agents, representatives and volunteers from any threatened or actual damages or liability, of any kind, including attorney fees at all levels including appeal, which may result, either directly or indirectly, from the activities and products to be provided by Four Seasons Display, Inc. under this agreement.

FOUR SEASONS DISPLAY, INC. will conduct this display in a safe manner and comply or exceed all distance requirements as regulated by local fire jurisdiction and NFPA 1123.

If, for any reason, (weather or any unsafe conditions) the Fireworks show is canceled, Four Seasons Display, Inc. will be given the opportunity to re-schedule the show for a future date indicated above by client as rain date. In the event that both parties do not agree upon a future date, 50% of the contract price would be paid to Four Seasons Display, Inc. for time and expenses incurred in preparation.

Four Seasons Display, Inc. will make every reasonable effort to conduct the display as scheduled. Should bad weather or any other unsafe conditions prevent the display on the agreed dates, after crew is on site, set-up is in progress, or set-up is finished, CLIENT is responsible for additional expense and travel cost not to exceed 50% of the contracted price and will be deducted from the deposit or added to the final payment of the show.

CLIENT agrees to pay all Attorneys' fees, Court cost and a total of all incurred cost and/or loss if Four Seasons Display, Inc. should obtain an Attorney to enforce collection of this account.

CLIENT agrees to name Four Seasons Display, Inc. in all media correspondence and advertising concerning this event as the Fireworks Company doing the show.

DEPOSIT: A 50% Deposit of \$3,750.00 (Three Thousand Seven Hundred Fifty Dollars) is required to secure the shooting date of October 15, 2022 in order to make this contract valid. Balance of \$3,750.00 (Three Thousand Seven Hundred Fifty Dollars) will be due on or before completion of the display.

CLIENTS AGENT: Aileen Mand shall be designated as the client's agent and to whom all questions and inquiries will be directed. Client's Agent shall be the only agent of the CLIENT authorized to request rescheduling of the delivery and exhibition of the fireworks on part of the CLIENT.

THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN BOTH PARTIES AND CAN ONLY BE MODIFIED IN WRITING WITH BOTH PARTIES SIGNATURES AND DEPOSIT OF \$3,750.00. THE CONTRACT BINDS AND BENEFITS BOTH PARTIES, THEIR SUCCESSORS AND ASSIGNS. TIME IS OF THE ESSENCE OF THIS CONTRACT.

The Parties have signed this contract for the display date specified above:

Signature *Teresa Mann*
Teresa Mann
Vice President, Four Seasons Display, Inc.
5500 New Jersey Avenue
De Leon Springs, FL 32130
386-878-9832

Signature _____
Paul Rountree
President, Project Scholars, Inc.
P.O. Box 121543
Clermont, Florida 32712-1543
407-797-9393

| Recommended Display Duration | Water-Based Display Package Price | | |
|---------------------------------|-----------------------------------|--------------|------------|
| | Slow Paced | Steady Paced | Fast Paced |
| 5 – 8 Minutes | \$5,000 | \$6,000 | \$7,000 |
| 7 – 12 Minutes | \$7,500 | \$8,500 | \$10,000 |
| 10 – 20 Minutes | \$10,000 | \$12,500 | \$15,000 |
| 13 – 23 Minutes | \$12,500 | \$15,000 | \$20,000 |
| 20 – 30 Minutes | \$15,000 | \$20,000 | \$25,000 |
| The Sky is the Limit | | | |