PyroWright
FIREWORKS

This Agreement, made this 14th day of *July*, 2026 , by and between Pyrowright L.L.C. located at 268 Flat Creek Road, Black Mountain, North Carolina 28711, hereinafter referred to as "Pyrowright" and _____ with its principle place of business located at _____ _____ hereinafter referred to as "Customer." The parties listed above hereby agree as follows:

If this contract is not signed by Pyrowright and customer within 15 days of date above, Pyrowright has the right to withdraw this offer.

Show Date: _July 4th 2027_
Show time: _9:15 p.m.__
Show duration: 18 minutes
Cost of show if no rain date used: $20,000.00
**Rain date: August 7, 2027 (Sourwood Festival)

I. FIREWORKS DISPLAY: Pyrowright agrees to furnish to customer a firework display (hereinafter "Show") pursuant to the display agreement set forth in this contract.

II. CANCELLATION: Should Customer elect to CANCEL the Show for any reason, Customer must provide Pyrowright with a thirty (30) days' written notice by certified mail, return receipt, to Pyrowright address as set forth above. Customer agrees that Pyrowright shall incur substantial expenses in preparation for the Show and, accordingly, agrees to pay Pyrowright fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If customer provides written notice between 30 days and one day prior to the show date, seventy-five (75%) of the total cost will be paid to Pyrowright by customer. If the Customer does not provide Pyrowright with notice as set forth herein, Customer shall pay Pyrowright the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages. (If we set up the show, it fires that night, RAIN OR SHINE.)

III. RAIN DATE: Pyrowright and customer together shall determine what weather conditions prohibit Pyrowright from proceeding with the Show; in which case, Pyrowright agrees to present the Show on the previously agreed upon rain date for an additional fee of $1,500.00

provided the show has not been set up. You can make the decision any time before the original show is set up to use your rain date.

IV. SECURITY AREA: Customer agrees to furnish sufficient space for Pyrowright to properly conduct the Show as determined by NFPA 1123-2026 "Security Area". Customer agrees to provide adequate security protection to preclude persons unauthorized by Pyrowright from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of Pyrowright or specifically approved by Pyrowright prior to the event.

V. SITE CLEANUP: Pyrowright shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordinance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show, to the best of our ability. Customer shall be responsible for cleanup of small debris located in and around fallout zone.

VI. INDEMNIFICATION AND HOLD HARMLESS: Customer agrees to hold Pyrowright harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify Pyrowright from any and all claims brought against Pyrowright for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VII. SITE PREPERATION: Customer is responsible for the preparation of the fallout area. Including grass being mowed to under six (6) inches tall at time of setup. Wetting the fallout area if needed. Removing any equipment or flammable objects.

VIII. SITE SECURITY: In the event of the show being on site and loaded, but not fired on the original show date, customer shall be responsible for site security until all equipment owned by PyroWright can be safely removed.

IX. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless Pyrowright from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

X. PERMITS AND LICENSES: Customer shall assist Pyrowright in the acquisition and maintenance of all necessary permits and licenses to enable Pyrowright to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer beyond the original contract price.

XI. LATE PAYMENT: Pyrowright shall charge, and Customer agrees to pay, one- and one half percent (1.5%) per month late payment fee for each month until Pyrowright is paid the amount set forth in Paragraph XV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XV, unless this provision is prohibited by law.

XII. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by Pyrowright in all advertisements and promotions mentioning the fireworks display written or spoken. Furthermore, Customer agrees to allow Pyrowright to use sponsors name and/or logo in Pyrowright list of clients and any Pyrowright advertisements and promotions.

XIII. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by Pyrowright, or any act or omission of Pyrowright or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to Pyrowright in writing by certified mail to Pyrowrights' address as set forth above, within five (5) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to Pyrowright hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should Pyrowright have to collect any amount due Pyrowright hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with Pyrowright in the time and in the manner specified herein, by law or through an Attorney-at Law, Pyrowright shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing Pyrowright or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XIV. INSURANCE: Pyrowright shall provide $1,000,000.00 General Liability Insurance single limit, covering its activities and services in connection with the show described in this contract. Pyrowright also agrees to include Customer as additional Insured under the terms of this coverage. Pyrowright will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract. Pyrowright agrees to include: _____ as additional insured under the terms of this coverage.

XV. SHELL COUNT AND MISFIRE ALLOWANCE: The amount of each size shell and cake shall be as follows:

Shells	cakes
2" x_____	_____
2.5"x_____	
3" x___480_____	
4" x___120_____	
5" x____85_____	
6" x____18_____	

There may be more shells provided, but NEVER less.

There shall be an allowance of 10% of total fireworks to malfunction.

If there is more than 10% but less than 25% of the shell count that did not fire, Pyrowright shall reimburse customer 10% of original show cost. If there is 25% to 50% of shells and cakes left Pyrowright shall reimburse customer 25% of show cost. If there are over 50% of fireworks that did not fire due to Pyrowright error or equipment failure (excluding defective shells), the customer shall receive 50% of the original price of the show.

The above conditions mentioned in this paragraph shall only apply if the extra left-over shells are a result of Pyrowright error and in no way pertain to weather, customer, AHJ, or other force that may stop the show.
If the show is stopped by AHJ or customer, this will be considered a cancelation and billed 100%.

XV. PAYMENT TERMS: _____ shall pay Pyrowright the amount of $ 10,000.00 (50% of show) upon signing of contract. And the remaining amount due as described in this contract no later than fifteen (15) days after the original show date.

XVI. TAXES: Customer shall be responsible for all applicable sales taxes. IMPORTANT: Checks must be payable to Pyrowright L.L.C.

XVII. All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein. IN WITNESS

WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

Pyrowright L.L.C. BY: _____

Date _____ James L. Wright: President

CUSTOMER BY: _____ _____

_____ Date _____

Print Name Title_____ _____

Please Make checks payable to Pyrowright L.L.C. and mail to 268 Flat Creek road, Black Mountain N.C. 28711