



ORDINANCE NO. 2184-22

AN ORDINANCE RATIFYING AND CONFIRMING A PREVIOUSLY EXECUTED AGREEMENT WITH J & M DISPLAYS, INC. FOR THE THIRD OF JULY, 2022 INDEPENDENCE DAY CELEBRATION FIREWORKS DISPLAY

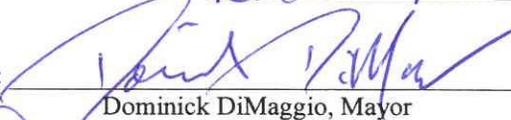
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that this ordinance is ratification in furtherance of a previously executed Fireworks Agreement with J & M Displays, Inc. for the Third of July, 2022 Independence Day Celebration Fireworks Display in an amount not to exceed \$15,000. Such Fireworks Display Agreement is by and between the Village of Hawthorn Woods and J & M Displays, Inc., a copy of which is attached as exhibit "A", and , by this reference made a part hereof.

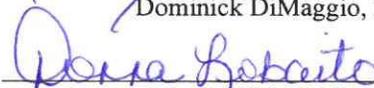
The foregoing Ordinance was adopted by the Village Board of Hawthorn Woods, Illinois on June 20, 2022:

AYES: Kaiser, McCarthy, Ryckle, Bayer

NAYS: 0

ABSENT AND NOT VOTING: Riess, David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: June 20, 2022

APPROVED: June 20, 2022



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of April, 2022, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and Village Of Hawthorn Woods hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 15,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 3rd 2022 at approximately 9 : 15 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS

1. Firing of Display (check one of the below options):

- Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- Buyer waives the services of Seller's technicians. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

- the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within 15 days after the date of the fireworks display. A service charge of one and one-half percent (1.5%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ 15,000.00 in full by April 25th 2022 (70 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.
- \$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient re-date of TBD or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or may not arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller and its successors, heirs, assigns, if applicable, the defense of any such claims and demands.

6. Buyer agrees to provide:

- (a) Sufficient area for the display including a minimum spectator sea back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

7. No representation or affirmation of fact, including but not limited to statement regarding quality, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

(a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any or sequential incidental, indirect, exemplary, punitive, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages are foreseeable and whether or not such party has been advised of the possibility of such damages.

(b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

pm

Illinois

11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Iowa~~ without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the ~~Iowa~~ District Court in and for ~~Des Moines~~ Wake County, ~~Iowa~~ Ill. The ~~Iowa~~ District Court in and for ~~Des Moines~~ Wake County, ~~Iowa~~ Ill shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily, consensually and expressly waives any objection or defense to personal jurisdiction, to proper or improper venue, or to inconvenient forum in the ~~Iowa~~ District Court in and for ~~Des Moines~~ Wake County, ~~Iowa~~ Ill.

Wake County Circuit

IN WITNESS WHEREOF the parties hereto have executed this Agreement this day and year first above written.

BY: 
J & M Displays, Inc.
SELLER

BY: 
BUYER

Please include the _____ with this Agreement so your order is processed accurately.



J&M Displays Proposal for: Village of Hawthorn Woods

Flights

2.5 Inch Color Shells

Quantity Name Rising Effect

22 Nishiki kamuro niagara falls

Category Shell Count: 22

3 Inch Color Shells

Quantity Name Rising Effect

14 Nishiki kamuro niagara falls

Category Shell Count: 14

4 Inch Special Effect shells

Quantity Name Rising Effect

10 Nishiki Kamuro

Category Shell Count: 10

Section Shell Count: 46

Main Event

Ignition Items

Quantity Name Rising Effect

205 Igniter 2 meter leads

115 Igniter 3 meter leads

2 Wire 22 gauge copper duplex 500 foot

Category Shell Count: 0

Multi-shell Barrage Units

Quantity Name Rising Effect

3 Multicolor comets to reports 25 shot

2 RWB & whistles, whistle to report volley Finale 49 shot

2 Brocade Crown Horse Tail with Blue Tail 36 shot

2 Corolla Mine to Corolla Chrysanthemum to Blue with Tail 36 s

2 Red White Blue & crackling comets, with report finale 100 shot

2 Blue orchid 100 shot Z fan

2 New color crossettes 100 shot I shape

Category Shell Count: 917

2.5 Inch Color Shells

Quantity Name Rising Effect

2 Assortment T of 30 different J&M Brand Shells ELECTRIC FIRE

Category Shell Count: 60



J&M Displays Proposal for: Village of Hawthorn Woods

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect
1	Assortment E of 20 different J&M Brand shells ELECTRIC FIRE	
1	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE	
1	Assortment Q of 20 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 60

4 Inch Color Shells

Quantity	Name	Rising Effect
1	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	
1	Assortment Z of 10 different J&M Brand shells ELECTRIC FIRE	
1	Assortment L of 20 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 40

4 Inch Special Effect shells

Quantity	Name	Rising Effect
1	1/4 red/green/blue/yellow peony w/strobing pistil	
1	Blue to crackle w/ crackle pistil	
1	Double palm tree w/pistil	
1	Golden strobe crown	
1	Golden wave to red chrys	
1	Red to crackle w/ crackle pistil	
1	Reddish gamboge to var. color chrys	
1	Six Angle brocade crown	

Category Shell Count: 8
Section Shell Count: 1085

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect
6	V shape candle bundle 300 shot - Blue	
6	V shape candle bundle 300 shot - Purple	
6	V shape candle bundle 300 shot - Red	

Category Shell Count: 5400

2.5 Inch Finales

Quantity	Name	Rising Effect
4	Blue peony 10 Shot finale chain	
4	Red peony 10 Shot finale chain	
6	Spiderweb 10 Shot finale chain	
4	White peony 10 Shot finale chain	
6	Assorted peonies 10 Shot finale chain	

Category Shell Count: 240



J&M Displays Proposal for: Village of Hawthorn Woods

Finales

3 Inch Finales

Quantity Name Rising Effect

- 6 Color red white and blue peony 10 Shot finale chain
- 3 Spiderweb 10 Shot finale chain

Category Shell Count: 90

Section Shell Count: 5730

8% Free for Early Payment

Multi-shell Barrage Units

Quantity Name Rising Effect

- 2 Color comets whistles and report finale 100 shot Z
- 2 Patriotic opening comets and reports 100 shot

Category Shell Count: 400

4 Inch Special Effect shells

Quantity Name Rising Effect

- 1 Multi color strobe
- 1 Red Heart with crackling pistil

Category Shell Count: 2

Section Shell Count: 402

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity Name Rising Effect

- 2 Brocade coconut with red green blue time rain crown 49 shot

Category Shell Count: 98

2.5 Inch Finales

Quantity Name Rising Effect

- 10 Salute with palm 10 Shot finale chain

Category Shell Count: 100

4 Inch Special Effect shells

Quantity Name Rising Effect

- 1 White to crackle w/ crackle pistil
- 1 Blue to Red to Crackling Ghost Lamp
- 1 Golden wave to Green flying dragon
- 1 Yellow Sunflower w/ big tail

Category Shell Count: 4

Section Shell Count: 202



J&M Displays Proposal for: Village of Hawthorn Woods

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$15,000.00**

Total Shot Count: 7465

Packing Check: 472

Date of Display: 07/03/22

Customer Number: 10879

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.