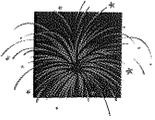


RES Specialty Pyrotechnics
MAGIC IN THE AIR



Wednesday, April 20, 2016

Kathleen Stanger
Rockville Rock-Fest Committee
PO Box 144
Rockville, MN 56369

Dear Kathleen:

We are delighted to design another fireworks program for the Rockville Rock-Fest Committee on Saturday, June 4, 2016. We will be incorporating the following segments into your show: Opening Barrage, Main Show Body, Select Patriotic Shell, Signature Pattern Shell, Multiple Effects Barrage Cake, and Grand Finale. Our displays are electronically fired for added safety.

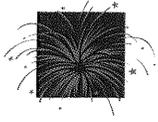
We will provide all materials, equipment, licensed operators, and will obtain all necessary permits and \$5,000,000.00 liability insurance. The total cost will be \$3,000.00. I have attached a copy of a contract prepared for your approval. Please keep a copy for your records, sign a second copy, and return it via email to sales@respyro.com or fax to 952.873.2859, whichever is more convenient.

Please feel free to contact me should you have any additional questions.

Sincerely,

Ervin J. Haman
Director of Business Development
RES Specialty Pyrotechnics

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MAGIC IN THE AIR



DISPLAY CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into on this 20th day of April, 2016 between **RES Specialty Pyrotechnics, Inc.** hereafter referred to as the SELLER and **Rockville Rock-Fest Committee**, hereafter referred to as the BUYER.

IT IS MUTUALLY AGREED BETWEEN THE SELLER AND THE BUYER AS FOLLOWS:

Service Provided	Outdoor Fireworks Display
Date(s)	Saturday, June 4, 2016
Time	10:00 PM (approximately)
Duration	16-22 minutes (depending on intensity)
Location	Rockville Granite Quarry, Rockville, MN
Event Sponsor	Rockville Rock-Fest Committee

OBLIGATIONS OF SELLER:

SELLER shall provide all materials, equipment and personnel necessary to perform the above-mentioned display.

SELLER is required and will comply with NFPA 1123, Code for Outdoor Display of Fireworks, 2010 edition and NFPA 1126, Pyrotechnics before a Proximate Audience, 2006 edition.

SELLER shall provide show liability insurance in the amount of \$5,000,000.00 to cover the fireworks display and cleanup.

SELLER shall include the BUYER, as co-insured on Certificate of Insurance.

OBLIGATIONS OF BUYER:

BUYER shall provide a suitable location for firing of the fireworks display.

BUYER shall provide and cover all costs for security, safety and cleanup at the display site.

TERMS AND CONDITIONS:

The terms of this agreement shall begin on the day of the signing of this agreement and shall conclude upon the completion of the display. This agreement shall run no longer than one (1) calendar year. However, if before the date of the scheduled performance, the BUYER has not performed fully its obligations under the terms of this agreement or that the financial credit of the BUYER has been impaired, the SELLER may cancel this agreement at any time.

In the event the BUYER does not perform fully all of its obligations herein, the SELLER shall have the option to perform or refuse to perform hereunder, and in either event the BUYER shall be liable to the SELLER for any damages, compensation or costs incurred including but not limited to attorney and court fees in addition to the compensation herein.

The SELLER shall retain the right to stop or interrupt the display at any time if, in the opinion of the SELLER, conditions have become unsafe. In event of rain, fireworks may be rescheduled at a mutually agreeable date.

PAYMENT:

Contracted amount: \$3,000.00 inclusive of sales tax, if applicable.

Contracted amount includes fire watch and permit fee.

All payments shall be paid by BUYER to and in the name of **RES Specialty Pyrotechnics, Inc.** in the form of a company check, certified bank check, money order, or cash.

CANCELLATION:

In the event the BUYER cancels this agreement any time during the contract period, the SELLER shall be entitled to and receive 25% of the contracted fee for the remainder of the contract period plus compensation for any pre- and post-production costs incurred.

THIS AGREEMENT is the whole agreement of the parties' above named. No representation inducement or agreement has been given by one to the other to enter into this agreement other than expressly set forth herein. This agreement shall not be altered, modified, or amended except in writing by a duly authorized officer of each party.

IN WITNESS WHEREOF, the parties hereunto set their names on the day and year listed below.

CONTRACT VALID WHEN SIGNED BY AUTHORIZED PERSONS.

BUYER: _____

SELLER: Erv Haman – RES Specialty Pyrotechnics

Title: _____

Title: Director of Business Development

Signature: _____

Signature: 

Date: _____

Date: 4/20/2016