

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Firework Contracts

Date: 3/25/2024

DEPT OF ORIGIN: Village Manager

Bill # 44-2024

DATE SUBMITTED: 3/18/2024

EXHIBITS:

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$10,000

AMOUNT
BUDGETED: \$ 10,000

APPROPRIATION
REQUIRED: \$

SUMMARY STATEMENT:

Resolution to approve the 4th of July Firework Contracts

MOVED BY: Scollin SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE SHAPIRO	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE CATILLAZ	<u>absent</u>
TRUSTEE SCOLLIN	<u>yes</u>

Contract

THIS CONTRACT ("Contract") is made on this 18th day of March 2024, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170, hereinafter known as and designated as "SANTORE"; and the Village of Saranac Lake; 39 Main St. Saranac Lake NY 12983; hereinafter known as and designated as "CLIENT." WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

1. "SANTORE" agrees to furnish CLIENT a firework display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.

A. Display Dates: July 4,2024

B. Display Location: NYS Boat Launch -Saranac Lake

C. Start Time of Display: 9:00pm

2. "SANTORE" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.

3. "SANTORE" will provide proof of Workman's Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply CLIENT insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to CLIENT a Certificate of Insurance showing CLIENT as the Certificate Holder.

4. CLIENT will procure and/or provide the following

- A) A safe and secure (as reasonably defined and approved by SANTORE and local officials) firing site which meets the minimum safety distance factors established by State and local laws and NFPA codes;
- B) Police protection adequate to maintain said distance factors;
- C) All necessary permits at own expense;
- D) Sand (as required); N/A
- E) Barges, tugs, and marine/barge insurance;N/A
- F) Communications equipment; N/A
- G) Security, including crowd control;
- H) Standby fireman and equipment;
- I) A safe and secure loading facility for set up of pyrotechnics;
- J) Next day clean up(s) of site;

5. HOLD HARMLESS

CLIENT agrees to hold harmless **"SANTORE"** of all and any claims, legal fees incurred outside the operations or control of **"SANTORE."** **"SANTORE"** agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of **"SANTORE."** Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against **"SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, **"SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

6. POSTPONEMENT

Every reasonable effort will be made to conduct the display(s) despite weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon and notice given **"SANTORE"** no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by **"SANTORE"** due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

7. CANCELLATION

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** 50% of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

8. PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$5,500.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: The balance of the contract is due on or before the completion of the **7/4/2024 display**. A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

9. CLIENT agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE'S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

Contract

THIS CONTRACT (“Contract”) is made on this 18th day of March 2024, between **Night Sky Productions LLC**, PO BOX 697, Stillwater, NY 12170 , hereinafter known as and designated as “**Night Sky**”; and the **Village of Saranac Lake** , having an address of ; 39 Main St Saranac lake NY12983 ;_hereinafter known as and designated as “**CLIENT.**”

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows: **Night Sky** agrees to furnish **CLIENT** with event coordination, logistics management, administrative services, and customer support prior to the display date in conjunction with a fireworks display conducted by Santore's World Famous Fireworks LLC in accordance with the dates/times herein:

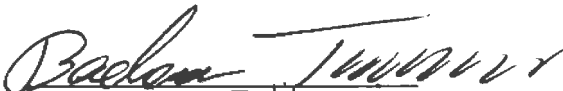
1. **Event Dates: July 4, 2024**
2. **Event Location: Designated Area -NYS Boat Launch-saranac**
3. **Event Start Time : 9:00 pm**
4. **Insurance/Hold Harmless:** **Night Sky** will provide 2 million dollars in general liability and error and omissions insurance. There are no employees or vehicles at any event location that require additional insurance coverage for compensation or auto insurance. There are no employees, managers or contractors of **Night Sky** that perform any display related functions on site or on the day of the event. All work at the actual display is 100% handled, controlled, operated and managed by Santore’s World Famous Fireworks, LLC. Client holds harmless and releases **Night Sky** from any liability for any damages that may occur as a result of the fireworks display as there are no activities being performed on site by **Night Sky**. All display related functions are performed and insured by Santore’s World Famous Fireworks, LLC.
5. **POSTPONEMENT.** Every reasonable effort will be made to conduct the display(s) despite weather. Rain Date:**TBD** Such postponement shall be decided upon and notice given to Santore’s World Famous Fireworks at (518-664-9994). If notified by 6:01 a.m. on 7/04/2024- 10% of Contract price. If notified after the Fireworks Company leaves facility - 20% of Contract price. If notified by 6:01 a.m. on 7/04/2024- 10% of Contract price. If notified after the Fireworks Company leaves facility - 20% of Contract price. The postponement fees are calculated separately for **Night Sky** and Santore and governed with separate payments under each agreement.
6. **CANCELLATION.** If, due to inclement weather or other acts of God, the event (s) is (are) canceled after 6:00 a.m. without rescheduling both dates 7/04/24, **CLIENT** agrees to pay **Night Sky** \$1,000.00 each cancellation . Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **Night Sky** liquidated damages of 100% of the total contract price forthwith upon cancellation. If **CLIENT** reschedules the display within six (6) months of canceled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable and strictly the postponement fees apply.

7. **PAYMENT.** Notwithstanding anything to the contrary, the total cost to be paid by CLIENT is **\$4,500.000** for all matters relative to events coordination, logistics, administrative services and customer support under this agreement. Payment to be as follows: **Payment in full due upon delivery and execution of this contract.** A service charge of 2% per month, compounded monthly, will be added to all accounts over 30 days past due. CLIENT agrees to pay attorney's fees and costs if Night Sky needs to retain an attorney to enforce collection of this account. **Payments to be mailed to Night Sky Productions LLC PO BOX 697, Stillwater, NY 12170.**
8. **VENUE.** CLIENT agrees and understands that this agreement is being entered to in Rensselaer County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Rensselaer County, New York.

Signed and Agreed as of the above date.

Night Sky Productions LLC

August N Santore Jr.
August N. Santore, Jr.
Managing Member


Bachana Tsiklauri
 (Print Name and Title Above & Sign on the line)
Authorized Representative

Client Contact Information
 Name: Village of Saranac Lake
 Address: 39 Main St. Suite 9
Saratoga Springs NY 12903
 Phone No.: 518-891-4150
 Cell Phone: _____
 E-Mail: clerk@saranaclake.ny.gov

Representative for Dates of
 Displays:
 Cell#: 518-641-2029
 E-Mail: manager@saranaclake.ny.gov