

RESOLUTION NO. 2021- 2783

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE 2021 FOURTH OF JULY FIREWORKS SHOW SERVICES WITH ZAMBELLI FIREWORKS MANUFACTURING CO.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 3, 2019, the Town of Surfside (the “Town”) entered into an Agreement with Zambelli Fireworks Manufacturing Co. (“Contractor”) for 2021 Fourth of July fireworks show services (“Agreement”); and

WHEREAS, due to the COVID-19 health pandemic, the July 4, 2020 fireworks show was suspended and the parties now wish to resume with the scheduled July 4, 2021 fireworks show, with protections in place to ensure COVID-19 guidelines and safety precautions are taken; and

WHEREAS, the Town desires to approve the 2021 Fourth of July Fireworks Show Services pursuant to the scope of services and fees set forth in the Agreement, together with the Contractor’s Contract Addendum for COVID-19 Display Cancellation/Postponement attached hereto as “Exhibit “A””; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The 2021 Fourth of July Fireworks Show Services pursuant to the scope of services and fees set forth in the Agreement, together with the Contractor’s Contract Addendum for COVID-19 Display Cancellation/Postponement substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Contract Addendum, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 13th day of April, 2021.

Motion By: Commissioner Velasquez

Second By: Commissioner Kesl

FINAL VOTE ON ADOPTION:


Commissioner Charles Kesl Yes

Commissioner Eliana R. Salzhauer No

Commissioner Nelly Velasquez Yes

Vice Mayor Tina Paul Yes

Mayor Charles W. Burkett Yes



Charles W. Burkett, Mayor

Attest: 

Sandra N. McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

FIRST AMENDMENT TO AGREEMENT

TOWN OF SURFSIDE

AND

ZAMBELLI FIREWORKS MANUFACTURING CO.

FOR FOURTH OF JULY FIREWORKS SHOW SERVICES

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment ") is entered into this ____ day of _____, 2021, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **ZAMBELLI FIREWORKS MANUFACTURING CO.**, a Pennsylvania corporation authorized to do business in the state of Florida (hereinafter the "Contractor").

WHEREAS, the Town and the Contractor entered into that certain Agreement dated May 3, 2019 (the "Agreement"), for Fourth of July fireworks show services within the Town (the "Services"); and

WHEREAS, due to the COVID-19 pandemic, the Town and the Contractor mutually agreed to suspend the provision of the Services for the scheduled July 4, 2020, firework show; and

WHEREAS, the Town and the Contractor desire to reinstate the provision of the Services scheduled for July 4, 2021, desire to approve the Contract Addendum for COVID-19 Display Cancellation/Postponement attached hereto as Exhibit "A-1", and further desire to expand the scope of the Services scheduled July 4, 2021 firework show, as further described in the 2021 Fireworks Proposal attached hereto as Exhibit "A-2"; and

WHEREAS, in order to expand the scope of Services for the July 4, 2021 fireworks show, the Town desires to increase compensation for the 2021 fireworks show by \$7,000, for a total of \$20,000; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Contract Addendum COVID-19 - Display Cancellation/Postponement.** The Contract Addendum COVID-19 – Display Cancellation/Postponement proposed by the Contractor and attached hereto as Exhibit "A-1" is hereby approved.
3. **Scope of Services.** Section 1 of the Agreement governing the scope of Services is hereby amended to incorporate the expanded 2021 Fireworks Proposal, attached

hereto as Exhibit "A-2" for the Services scheduled for the July 4, 2021 fireworks show.

4. **Compensation.** Section 4 of the Agreement governing compensation is hereby amended to increase compensation for the Services scheduled July 4, 2021, by \$7,000, for a total of \$20,000.
5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement and any prior amendments, the terms and provisions of this First Amendment shall control.
6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida
municipal corporation

By: _____
Andrew Hyatt, Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

Town Attorney

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

CONTRACTOR:

Witnesses:

ZAMBELLI FIREWORKS MANUFACTURING
CO., a Pennsylvania corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 26th day of April, 2019, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Town of Suptela, FL (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and permitting exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof; and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a 12-14 minute fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof as Exhibit "A"] (hereinafter referred to as the "Display") to be exhibited on the display dates set forth below (hereinafter referred to as the "Display Date"), or (on the postponement dates set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract. The term of this Contract is from the effective Date through completion of the Display in 2021 (the "Term").

First Year Display Date: July 4, 2019

Second Year Postponement Date: July 5, 2020

Second Year Display Date: July 4, 2020

Third Year Postponement Date: July 5, 2021

Third Year Display Date: July 4, 2021

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.

3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from claims of Client, including through or by its employees, agents and independent contractors, to perform the obligations under this Contract, including those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform the obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$13,000 for each Display Date during the Term of this Contract (hereinafter referred to as the "Purchase Price"). For the First Year Display Date, fifty percent (50%) of the Purchase Price is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the First Year Display Date. For the Second Year and Third Year Display Dates, a fifty percent (50%) of the Purchase Price is due on or before June 1 of each calendar year and the balance of the Purchase Price is due at noon three (3) days prior to the Second Year and Third Year Display Dates. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.
8. Following the Display, Client shall be solely responsible for posting of the Display Area and for cleanup except as specified in the sentence immediately following. Zambelli shall be responsible for the removal of unexpended fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
6. If, in the sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terms of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectators access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guidelines that the Display Area have a diameter pyrotechnic from the firing site in all directions to any parking area, spectators, unattended buildings, public roads, or egress routes. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.

- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
- (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
- (c) If Client cancels the Display from five (5) days prior to the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
- (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
- (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and housing fees and expenses, barge and tow expenses, and reversech fees.
- 12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
- 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unstable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
- 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USSC (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unstable conditions are corrected.
- 15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
- 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
- 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
- 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 1/2 %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
- 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
- 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause beyond its reasonable control, including but not limited to fire, storm, earthquake,

flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to: Town of Surfside 9293 Harding Ave. So.- Surfside, FL 33154
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. The terms of the Addendum attached hereto as Exhibit B are incorporated herein as though fully set forth herein.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above

written.

FOR Client:

BY

PRINT

Guillermo Olmedillo

FOR: Zambelli Fireworks Manufacturing Co.

BY

PRINT

Tony Sawdey / Prin. Mgr.

Please sign contract where indicated for Client and return all copies for final acceptance to:
Zambelli Fireworks Manufacturing Co.
1060 Holland Drive- Suite J
Boca Raton, FL 33487
561-395-0955 FAX 561-395-1799

Zambelli

FIREWORKS

***Fireworks Proposal
Town of Surfside, FL
July 4th, 2021***



Zambelli Fireworks

Tony Sawdey- Project Manager

218-820-2372

Boca Raton, Florida

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

Show Date: July 4, 2021

All inclusive Budget and Duration: \$20,000, 18 - 20 minute
Hand fired display

Location: 9301 Collins Ave- Surfside, FL

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Permits: Zambelli Fireworks will work with the local Fire, Police and the environmental groups to secure all needed security and safety plans.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Terms: 50% deposit at signing of the contract. Balance due at completion of each display, as invoiced by Zambelli

Zambelli

FIREWORKS

Detailed Plan For the Fireworks Display

Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention... "The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **30 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until.... **18 Minutes.**

...the **GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky. **30-45 seconds.**

Zambelli

FIREWORKS

Surfside, FL Shell Listing Comparison

MATERIAL LIST

July 4, 2021

| <u>SHELL DESCRIPTION</u> | <u>QUANTITY</u> | <u>\$13,000</u> | <u>\$20,000</u> |
|-------------------------------------|-----------------|-----------------|-----------------|
| <u>Opening</u> | | | |
| 2 Inch Assorted Finale Shells | 40 | | 132 |
| 2.5 Inch Assorted Finale Shells | 0 | | 0 |
| <u>Body</u> | | | |
| 2 Inch Assorted Shells | 300 | | 516 |
| 2.5 Inch Assorted Shells | 0 | | 180 |
| <u>Finale</u> | | | |
| 2 Inch Assorted Finale Shells | 300 | | 352 |
| 2.5 Inch Assorted Finale Shells | 0 | | 90 |
| <u>Totals</u> | <u>640</u> | | <u>1,180</u> |
| <u>Multi shot Devices- Totaling</u> | | 1350 shots | 2,694shots |

Zambelli FIREWORKS

Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/
Customer Service

Office: 561-395-0955

dfredrickson@zambellifireworks.com

Tony Sawdey

Project Manager/ Sales/
Certified Technician

Cell: 218-820-2372

tsawdey@zambellifireworks.com

Proposed Launch Site



ZAMBELLI FIREWORKS MANUFACTURING CO.

Contract Addendum

COVID-19—Display Cancellation/Postponements

This addendum will amend the original contract dated April 26, 2019 between Town of Surfside, FL and **Zambelli Fireworks**.

Because of continued uncertainty regarding COVID-19, Zambelli Fireworks will implement the following terms regarding 2021 displays:

- **Per contract**, a 2021 display, unless contracted otherwise, will require a 50% deposit.
- **A COVID- caused cancellation prior to 30-days** of a display will not result in the contractual cancellation/postponement fees identified in the contract.
 - Exceptions include reimbursement for possible expenses (barge rental/truck rental etc.) that are communicated requiring a timelier notification as agreed between the customer and Project Manager.
 - The deposit will be retained by Zambelli Fireworks to be used for either a 2021 postponement date or for a rescheduled display in 2022. If an exception is required, the Project Manager will work with the Client to resolve amicably.
- **Cancellation WITHIN 30-days of the display date** will revert to the terms of the original contract. Project Managers will work in a congenial manner to minimize the potential for these expenses including agreement to implement a 2021 or 2022 postponement. IF not possible, cancellation fees will be deducted from the deposit.
- **Section 20 of the contract** details the items that may require use of the force majeure exception from either party having to comply with other terms of the contract. For both parties, this addendum specifically recognizes that circumstances resulting from disruptions due to the Coronavirus pandemic are also potential force majeure items.

This addendum is made effective as of the date of signature by both parties. All other terms and conditions of the current contract agreement shall apply to this addendum.

FOR: Client

FOR: Zambelli Fireworks Manufacturing

BY _____

BY _____

(Date)

(Date)

Printed Name and Title

Printed Name and Title