



ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX

1605 Crescent Circle, Suite 200, Carrollton, Texas 75006
Phone: 972-245-7976 | Fax: 972-245-7977 | IlluminationFireworks.com

FIREWORKS DISPLAY CONTRACT

This Fireworks Display Contract ("Contract") shall be effective the later days signed below, by and between Illumination Fireworks, LP (herein, "ILLUMINATION") and

Individual/Organization (herein, "Client"): The City of Coppell

Contact Name (if different from above): Meagan Beaujean

Mailing Address: 255 Parkway Blvd., Coppell, Tx. 75019

Email Address: meagan.beaujean@coppelltx.gov Phone: 817-513-8533

Billing Contact Name: Meagan Beaujean

Billing Address: 255 Parkway Blvd., Coppell, Tx. 75019

Billing Email Address: meagan.beaujean@coppelltx.gov Billing Phone: 817-513-8533

This contract engages the services of ILLUMINATION under the following terms:

1. SERVICES AND FEES:

Subject to the terms, conditions, and contingencies set forth herein, ILLUMINATION will furnish the equipment and services necessary to provide a fireworks display (the "show" or "event") for Client as specified on the attached **Exhibit A**, which is incorporated herein by reference and made a part hereof. Client agrees to pay ILLUMINATION the fees and costs set forth below and on **Exhibit A**.

2. PAYMENT TERMS:

Payment(s) shall be made by check or certified funds. Upon signing this Contract, Client shall pay a deposit; the deposit amount shall be 50% of the total contract amount including known applicable fees. The deposit must be received to guarantee the date. The remaining balance must be paid no less than (14) calendar days prior to the event date. Client agrees to pay interest at the rate of 1.5% per month on any delinquent balance until paid in full.

3. CREDIT CARD AUTHORIZATION AND CHARGES:

All invoices are based on a cash discount. ILLUMINATION accepts all major credit cards for payments; however, any credit card payment will be subject to a 3% convenience fee. By signing this contract (when providing a credit card for payment) you authorize ILLUMINATION to process payments on the credit card for the retainer fee and/or any unpaid balance owed per the terms of this Contract, unless other arrangements have been made and noted on the Contract

4. ADDITIONAL FEES & COSTS:

The Client is responsible for all fees and costs associated with the acquisition of any necessary state and local permits, as well as for any police, fire, and other appropriate protection necessary for proper crowd control, safety, and security during the event.

Client Initials: ASC Illumination Initials: T.W.



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5. INSURANCE:

ILLUMINATION shall provide general liability insurance in the amount of \$5,000,000 (five million). All individual entities listed on the certificate of insurance will be deemed an additional insured per this contract.

6. MUSIC & MARKETING:

In the event music is played during the event, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by Client, ILLUMINATION reserves the right use the production for promotional use, including but limited to the capturing of video and photographs at any time or place during the event.

7. INDEMNIFICATION AND LIMITATION OF DAMAGES:

The Client agrees to indemnify and defend ILLUMINATION from and against any and all claims, demands, suites, damages (including property damage, personal injury, and death), costs (including reasonable attorney fees) and liabilities of any nature whatsoever, which arise out of or relate to (a) Client's violation of any applicable law(s) or failure to comply with its obligations and responsibilities under this Contract, including but not limited to any copyright infringement or other claims arising out of Client's failure to comply with Section 6 above, or (b) the negligence, acts, or omissions of individuals other than the licensed pyrotechnicians, crew, employees, or other representatives of ILLUMINATION. The Client shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from ILLUMINATION, including, without limitation, loss of income, business or profits.

8. FORCE MAJEURE:

Either party's performance of its obligations under this Contract (except the obligation to pay money when due) shall be excused if such performance is prevented or becomes practically impossible because of events or causes beyond the reasonable control of the applicable party. Such events or causes include, but are not limited to, fire, hurricane, tornado, snowstorm, flood, war, acts of terrorism, national or regional emergencies, actual or threatened pandemics, epidemics, or outbreak of communicable disease, riots, earthquakes, shortages, natural disasters or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"). Written notice of a party's failure or delay in performance due to a Force Majeure Event must be given to the other party no later than ten (10) days following the commencement of the Force Majeure Occurrence. resulting in or causing the cancellation of the planned show. The parties agree, when feasible, not to cancel but to reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the Force Majeure Occurrence ceases to exist; however, Client recognizes that a Force Majeure Occurrence may result in or cause the cancellation of the planned show. In the event of a Force Majeure Occurrence, ILLUMINATION will apply all Client payments toward a new date, pending availability. If a new date for rescheduling the show cannot be agreed upon by both parties, ILLUMINATION will not refund the retainer; however, the balance will not be owed.

9. ADDITIONAL TERMS AND CONDITIONS:

This Contract is entered into in Tarrant County, Texas, and shall be governed and construed in accordance with the laws of the State of Texas without reference to choice-of-law rules. The parties agree that a state court of competent jurisdiction located within Tarrant County, Texas, shall be the exclusive jurisdiction and venue for any dispute arising out of or related to this Contract or any event covered by this Contract. If any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and the parties will renegotiate in good faith the failed provision so as to effectuate the purpose of and to conform to the law governing such provision. The Client shall pay to ILLUMINATION all costs and expenses, including reasonable attorney's fees, incurred by ILLUMINATION in enforcing the terms of this Contract.

Client Initials: MSL Illumination Initials: T.W.



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10. ENTIRE AGREEMENT:

This Contract is fully integrated and constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral, electronic, or written. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this Contract. This Contract may be modified or amended only by a writing executed by all parties to be charged with such modification or amendment.

11. POSTPONEMENT:

ILLUMINATION will strive to execute the show as planned. At the discretion of ILLUMINATION, however, the show may be postponed due to inclement weather or other circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, the Client may reschedule the show to a mutually agreed upon alternate date within two (2) months of the original date. If the show is not rescheduled within such 2-month period it shall be subject to cancellation and Client will be responsible for payment as set forth in Section 12 below. For rescheduled shows, Client shall be responsible for ILLUMINATION reasonably incurred, additional direct costs of executing the show on the alternate date. Such direct costs may include transportation, labor, and applicable government fees. Subsequent postponements, if necessary, shall be subject to the same conditions.

12. CANCELLATION:

If the Client elects to cancel the display thirty (30) or more days prior to the display date, the Client shall pay ILLUMINATION 50% of the total contract amount plus incurred governmental fees. If the Client cancels the display less than thirty (30) prior to the display date, the Client shall pay ILLUMINATION 75% of the total contract amount plus incurred governmental fees. If the client cancels less than 14 days prior to display date the client is responsible for 100% of total contract. If the Client elects not to reschedule a postponed display within two (2) months of the originally scheduled date, the Client shall pay ILLUMINATION 100% of the total contract amount plus incurred governmental fees.

13. WORKFLOW:

ILLUMINATION shall provide qualified pyrotechnicians who will deliver, set-up, execute, and dismantle the fireworks display in adherence with NFPA 1123 as adopted by the State of Texas. The Client shall allow sufficient time for ILLUMINATION to access and safely set up the display. Upon request by ILLUMINATION, Client shall provide a means of transporting product and/or equipment to the shoot site if the terrain is not suitable for passage by truck. The Client shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the display product and equipment. Following the display, ILLUMINATION shall remove all equipment including firing systems, mortar racks, and launching tubes. Fireworks may normally produce a reasonable amount of fallout debris, removal of fallout debris shall be the responsibility of the Client.

14. SAFETY & SECURITY:

The Client agrees to cooperate with requests of ILLUMINATION regarding the safety and security of the display. In the event such requests are not resolved, ILLUMINATION reserves the right to withdraw all equipment, fireworks, employees, personnel, and other property without refund. For safety, the Client acknowledges that no pyrotechnics or fireworks, except for those used in the display, including sparklers, shall be distributed, ignited, or possessed at the event. The Client shall be responsible for preventing unauthorized access to the shoot site during the set-up, firing, and dismantling of the display. ILLUMINATION reserves the right to stop the display if unauthorized persons enter the secured fallout area. Following the display, ILLUMINATION will conduct a search to locate and dispose of any unexploded fireworks. Should the Client become aware of any hazards resulting from the display, including unexploded fireworks, ILLUMINATION shall be immediately notified.

Client Initials: MSC

Illumination Initials: T.W.



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15. MODIFICATIONS:

ILLUMINATION reserves the right to substitute pyrotechnic products, both in size and type, for those of an equal or higher value based upon product availability, display site safety requirements, and overall show design.

Client Initials: NSC Illumination Initials: T.W.

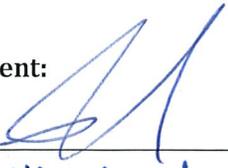


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By signing below, I accept all terms and conditions of this agreement and I certify that I am authorized to enter into this agreement on behalf of the Client.

On behalf of **Client**:
Signature: 
Print Name: Mike Land
Title: City manager
Date: July 30, 2025

On behalf of **Illumination Fireworks Partners, LP**
Signature: 
Print Name: Tyler Wheat
Title: President
Date: 2025-08-05

Client Initials: MSL

Illumination Initials: TW



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EXHIBIT A – SERVICES & FEES

SHOW DATE & BUDGET

This addendum can be used for up to five (5) fireworks displays.

Display Date(s):	<u>07.04.26</u>	_____	_____	_____	_____
Rain Date(s):	<u>n/a</u>	_____	_____	_____	_____
Display Cost(s):	<u>\$49,949.00</u>	_____	_____	_____	_____
Permit Fee(s):	<u>\$50.00</u>	_____	_____	_____	_____
Total Cost(s):	<u>\$49,999.00</u>	_____	_____	_____	_____

Permit fees are estimated based on best available information. Client acknowledges that permit fees are subject to change by governmental agencies and beyond the control of Illumination. Further, Client is responsible for all permit fees including those incurred following the signing or execution of this contract.

Deposit Amount(s):	<u>\$24,999.50</u>	_____	_____	_____	_____
Deposit Due Date(s):	<u>Due upon signing</u>	_____	_____	_____	_____
Final Payment Amount(s):	<u>\$24,999.50</u>	_____	_____	_____	_____
Final Payment Due Date(s):	<u>06.18.26</u>	_____	_____	_____	_____

DISPLAY SPECIFICATIONS:

Display Description:
 18 Minute Premium Aerial Fireworks Display (shells up to 6") with a variety of colors and multitude of effects ending in a finale moment
 *This contract has a one time discount for 2026 as the City is a returning client of Illumination Fireworks.
 Upon request, Illumination Fireworks will provide a custom audio soundtrack to accompany the display. Audio equipment and playback is the responsibility of the client.
 Premium Season Rain dates may be scheduled if/when postponement occurs and are subject to the availability of Illumination. Please see Sections 11 & 12 for more details.

Display Location: Moore Road Park 600 N Moore Rd. Coppell, TX 75019
 Display Type: 1.3G Aerial Fireworks (shells up to 6")
 Display Length: 18 Minutes
 Approximate Start Time: _____
 Name of Person Cueing Start of Display: _____

DISPLAY CONTACT(S):

Primary On-Site Contact Person:
 Name: _____
 Cell Phone: _____
 Email Address: _____

Secondary On-Site Contact Person (if applicable):
 Name: _____
 Cell Phone: _____

Client Initials: MSC Illumination Initials: T.W.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
FKJFS-MQ7CS-FSHBV-2CCMT

DOCUMENT COMPLETED BY ALL PARTIES ON
05 AUG 2025 18:05:42 UTC

SIGNER

TYLER WHEAT

EMAIL
TYLER@ILLUMINATIONFIREWORKS.COM

TIMESTAMP

SENT
05 AUG 2025 17:10:47 UTC

VIEWED
05 AUG 2025 18:02:44 UTC

SIGNED
05 AUG 2025 18:05:42 UTC

SIGNATURE



IP ADDRESS
146.75.164.0

LOCATION
DALLAS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
05 AUG 2025 18:02:44 UTC

