

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of ____, 2026, by and between ZAMBELLI FIREWORKS MANUFACTURING COMPANY, a Pennsylvania corporation located at 20 S. Mercer Street, New Castle, PA 16103 (hereinafter referred to as “ZAMBELLI”) and the CITY OF SANIBEL, a Florida municipal corporation located at 800 Dunlop Road, Sanibel, Florida 33957 (hereinafter referred to as “CITY”).

WITNESSETH:

For and in consideration of all mutual covenants, terms and provisions hereinafter entered into, agreed by the parties to be sufficient consideration received, ZAMBELLI and the CITY agree as follows:

1. ZAMBELLI agrees to provide a fireworks display on July 4, 2026 (the “Display Date”), within the City of Sanibel in accordance with attached Exhibit “A” (the “Fireworks Proposal”), incorporated herein, outlining ZAMBELLI’S fireworks display proposal. The fireworks product listing and shell count for the fireworks display are set forth on Page 4 of 16 of the Fireworks Proposal. The total Agreement price payable by CITY to ZAMBELLI for the fireworks display is Thirty-Three Thousand and 00/100 Dollars (\$33,000) and shall be paid by CITY to ZAMBELLI as follows:

- (a) fifty-percent (50%) of which is due upon signing this Agreement; and
- (b) the balance of which is due by noon three (3) days prior to the Display Date.

2. ZAMBELLI agrees to be solely responsible for the costs and expenses of the freight and cartage for the said display, permits, insurance, fees, licenses, and all necessary labor and equipment, including licensed Pyrotechnic Operators, to discharge the said display, and for restoring the area used by ZAMBELLI to stage the fireworks display to its original neat and clean condition, including proper disposal of all materials used and all partially exploded or unexploded shells in a safe manner.

3. In the event of inclement weather, ZAMBELLI shall, at the CITY’S sole election, either (a) conduct such display as soon as possible, and the CITY and ZAMBELLI agree to postpone said display to another night designated by the City of Sanibel as the date of display before the end of the 2026 calendar year; or (b) cancel such display. In the event the CITY desires to reschedule the Fireworks Display and a rescheduled night is set, the CITY shall pay to ZAMBELLI an additional fifteen percent (15%) premium on the Agreement amount (i.e., \$4,950.00) (15%). If no rescheduled display night is agreed to be feasible by the CITY and

ZAMBELLI, ZAMBELLI shall, within 15 days of written request by CITY, return to the CITY the fifty percent (50%) deposit. In the event of cancellation of the Fireworks Display by the CITY within 15 calendar days of the scheduled display, and if the CITY does not desire to reschedule, ZAMBELLI shall retain the fifty percent (50%) deposit that is due upon signing of this Agreement in full and final satisfaction of this Agreement.

4. ZAMBELLI agrees that it shall:

- a. Purchase, maintain, and provide the CITY proof of insurance coverage in at least the amount of \$10,000,000.00 for Commercial General Liability, consistent with the coverage detailed on page 2 of 16 of the Fireworks Proposal, insuring liability for Bodily Injury and Property Damage caused by or arising from, the storage and preparation for, the exhibition and firing of fireworks, or the clearance following fireworks display(s).
- b. Provider shall name the City of Sanibel as an additional insured. A copy of such certificate of insurance shall be provided to CITY no later than fifteen (15) days prior to the scheduled fireworks exhibition.

5. ZAMBELLI shall be required to coordinate with the Sanibel Police Department and shall be required (and ZAMBELLI agrees) to obtain a police escort for ZAMBELLI'S transport of fireworks within the CITY limits and to the designated storage area. Method of delivery of fireworks shall be by box truck, and the hours of transport will be between 7:00 and 9:00 a.m. on July 4, 2026. Storage of all fireworks shall be in the box truck once it arrives on site. The CITY shall furnish security and/or police protection and barricades to prevent any persons from coming within the established safety zone area designated by ZAMBELLI for discharging said fireworks display. The established safety zone area is agreed by the parties to be described in Exhibit "B" and attached hereto.

6. The CITY agrees to obtain any and all permits required by municipal authorities for the discharging of the said fireworks at its own expense. ZAMBELLI agrees to apply for and obtain, at ZAMBELLI expense, a City of Sanibel business tax receipt (formerly known as an occupational license) at least 5 days prior to the display date.

7. Notwithstanding any other provision of this Agreement, in the event more than 10% of the shells fail to operate properly, malfunction, or ignite, the CITY shall be entitled to a 50% reduction in the Agreement price; provided, however, in the event that 35% or more of the shells fail to operate properly, CITY shall be entitled to a 100% reduction in the Agreement price and no additional monies shall be due to ZAMBELLI pursuant to this Agreement. Any monies

paid to ZAMBELLI shall be refunded to CITY in the amount necessary to meet this warranty by ZAMBELLI.

8. 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.

9. The parties agree to cooperate with 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 USCG (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 and unsuitable conditions are corrected.

10. This Agreement shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

11. **INDEMNIFICATION.** In consideration of the first \$100.00 paid by the CITY to ZAMBELLI through this Agreement, agreed by both parties to be sufficient consideration and received by ZAMBELLI at the time of its execution of this Agreement, ZAMBELLI agrees to, and will at all times, indemnify, save and hold harmless the CITY from any and all liability, claims, demands, disputes, damages, costs, attorneys fees, and expenses (including prior to trial, through trial, and to and on appeal), incurred by the CITY as a result, directly or indirectly, of the fireworks display by ZAMBELLI, or its agents, employees or contractors, guests, visitors, or spectators, except where such claim or liability results from the sole and exclusive liability of the CITY. The CITY and ZAMBELLI agree that this indemnification and hold harmless provision shall survive the completion or termination of this Agreement with regard to all matters addressed in this provision.

12 **NOTICE.** Notices, consents, request or other communications required or permitted to be given by either party pursuant to this Agreement shall be given in writing by first class mail, postage prepaid addressed as follows:

If to ZAMBELLI: Attention: Morgan Steel, Project Manager
Zambelli Fireworks Manufacturing Co.
1060 Holland Drive, Suite J
Boca Raton, Florida 33487

If to CITY: Dana A. Souza, City Manger
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

13. **ASSIGNABILITY.** This Agreement may not be assigned or transferred in any manner by ZAMBELLI and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

14. **ENTIRE AGREEMENT.** Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire Agreement between the parties is incorporated in this written Agreement. In the event of any inconsistency between this Agreement document (pages 1-8) and the attached Exhibits, the provisions of this Agreement document shall prevail.

15. **SEVERABILITY.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and ZAMBELLI, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof, with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. **DISPUTE RESOLUTION.** In the event a dispute arises as a result of the implementation of this Agreement, or misunderstanding of its terms, both parties agree to first attempt to resolve the conflict or disagreement by non-binding mediation. Both parties further agree that all disputes related to this Agreement shall have exclusive jurisdiction in Lee County, Florida, whether in Florida State Court or in the U.S. District Court for the Middle District of Florida.

17. **MODIFICATION.** Any modifications to this Agreement shall be in writing and shall become effective upon the signature of both parties.

18. **DISCLAIMER.** Under no circumstances does the CITY endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, agreements or services associated with ZAMBELLI or its activities.

19. **ATTORNEY'S FEES.** In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party shall be entitled to recover all reasonable attorney fees from the other party.

20. **EXECUTION OF AGREEMENT.** This Agreement 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 Agreement and of signature pages by facsimile transmission or scanned and sent via email shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This Agreement and all the rights and powers granted by this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

21. **PUBLIC RECORDS**. CITY is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a contractor or service provider to CITY, ZAMBELLI is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the ZAMBELLI shall:

- (a) Keep and maintain public records required by the CITY in order to perform the service. This shall include all records relating to ZAMBELLI'S services provided to the CITY and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
- (b) Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ZAMBELLI does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost to the CITY , all public records in possession of the ZAMBELLI , or keep and maintain public records required by the CITY to perform the service. If the ZAMBELLI transfers all public records to the CITY upon completion of the contract, the ZAMBELLI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ZAMBELLI keeps and maintains public records upon completion of the contract, the ZAMBELLI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY , upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY .

As required by Section 119.0701(2)(a), the following contact information is provided to the contractor in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

22. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., ZAMBELLI and its sub-contractor, if any, must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

ZAMBELLI shall require each of its sub-contractors to provide ZAMBELLI with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. ZAMBELLI shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

The CITY, ZAMBELLI , or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The CITY, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but ZAMBELLI otherwise complied, shall promptly notify ZAMBELLI , and ZAMBELLI shall immediately terminate the contract with the sub-contractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ZAMBELLI acknowledges that upon termination of this Agreement by the CITY for a violation of this section by ZAMBELLI , ZAMBELLI may not be awarded a public contract for at least one (1) year. ZAMBELLI further

acknowledges that ZAMBELLI is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

Subcontracts. ZAMBELLI or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. ZAMBELLI shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2026.

ZAMBELLI FIREWORKS MANUFACTURING COMPANY:

By: _____ Date _____
Name: _____
Title: _____

CITY OF SANIBEL

BY: _____ Date _____
Dana Souza, City Manager

ATTEST:

Scotty Lynn Kelly, City Clerk

APPROVED AS TO FORM:

John D. Agnew, City Attorney Date _____