



Explosive Touch Enterprises, LLC.
ATF 1-FL-061-23-5L-01157
4260 Amelia Plantation Court
Vero Beach, FL 32967

| | | | |
|--|------------------------------------|---|--|
| Billed To Alfie Feola Ocean Drive Improvement Association 760 Ocean Drive Suite 9 Miami Beach, FL 33139 | Date of Issue 05/13/2025 | Invoice Number 0000556 | Amount Due (USD) \$100,000.00 |
| | Due Date 05/13/2025 | Reference July 4th, 2025 Fireworks Display with ABS Barge | |

| Description | Rate | Qty | Line Total |
|---|-------------|--------------|-------------------|
| Professional Fireworks Display & PYRO Services Professional Fireworks Display on July 4th, 2025 with ABS Barge | \$45,000.00 | 1 | \$45,000.00 |
| ABS Barge & Tug Ocean Going Barge, Tug, Fuel & Lube for Fireworks Display | \$55,000.00 | 1 | \$55,000.00 |
| | | Subtotal | 100,000.00 |
| | | Tax | 0.00 |
| | | Total | 100,000.00 |
| | | Amount Paid | 0.00 |

Payment Schedule

| | | |
|------------------|------------------|-------------|
| Payment (1 of 2) | Due May 12, 2025 | \$50,000.00 |
| Payment (2 of 2) | Due Jul 4, 2025 | \$50,000.00 |

Amount Due (USD) \$100,000.00

Notes

Barge Company added \$8,500.00 in additional fees in addition to the original quote amount for Surcharges & Required On-Hire/Off-Hire Surveys that are completed by Third-Party Surveyors. Total Cost should be \$108,500.00.

Terms

EXPLOSIVE

TOUCH ENTERPRISES

PROFESSIONAL FIREWORKS DISPLAY

SERVICE CONTRACT

Contract #: 25-0036

Sponsor: Ocean Drive Improvement Association

Contact/Client: Alfie Feola

Date of Display: July 4th, 2025

Location: On ABS Barge Offshore near Lummus Park @ 1130 Ocean Drive Miami Beach, FL 33139

Time: Appx. 9:00PM

Duration: 13 Minutes

Show Price: \$100,000.00

Deposit Required: \$50,000.00

Other details: Company will secure all permits

Scope of Work: 13 Minute Aerial Fireworks Display
utilizing high quality 1.3G Fireworks. Display will be 100% electronically fired
and will include 3 segments: Opener, Body & Grand Finale.
Company will secure ALL permits required for display.

Shells Included: 1'-2.5': 1,200; 3": 500; 4": 280; 5": 120; 6":99; 7":8; 8": 8

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EXPLOSIVE



TOUCH ENTERPRISES

We the undersigned, being interested in a fireworks display for July 4th, 2025
agree to pay a total price of \$ 100,000.00 for the display agreed upon, and the display will be
produced by Explosive Touch Enterprises, LLC.

TERMS AND CONDITIONS:

The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make a deposit payment of 50% of the contract price upon signing of contract. If the display is being contracted within 30 days of display date, deposit payment is due immediately to ensure enough time to acquire permits. PERMITS WILL NOT BE SECURED FOR THIS EVENT WITHOUT DEPOSIT PAYMENT BEING RECEIVED. Balance Payment due 14 days prior.
2. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Explosive Touch Enterprises, LLC. reasonable attorney fees and court costs in the event Explosive Touch Enterprises, LLC. shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
3. If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Explosive Touch Enterprises, LLC advises that it is no longer required. Explosive Touch Enterprises, LLC is not responsible for clean-up of extended range debris for land-based shows other than company equipment, supplies and packing materials. A land based fireworks display will produce an extended range debris field depending on wind speed. Sponsor shall be responsible for the clean-up of any such debris.
4. If event is over the water, Explosive Touch Enterprises, LLC will be responsible for marine event permit, and for the control of safety zone.
5. Explosive Touch Enterprises, LLC reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
6. Explosive Touch Enterprises, LLC will obtain and furnish at its expense all applicable licenses, permits and a minimum of \$1,000,000.00 liability insurance for your electronically fired display. Explosive Touch Enterprises, LLC. will obtain all necessary government approvals for the display.
7. In accordance with local regulations and ordinances, fireworks displays shall not take place later than 10:30pm unless approval is obtained from the governing authority. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays. If for some reason, shoot time does not occur before the allotted time and shoot is canceled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
8. Sponsor holds Harmless Explosive Touch Enterprises, LLC from any claims that do not directly relate to damages produced by Explosive Touch Enterprises, LLC's staff, equipment or pyrotechnic material. The Sponsors agree to give Explosive Touch Enterprises, LLC prompt notice of any claims or demands and to cooperate with Explosive Touch Enterprises, LLC or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. The Sponsors agree to indemnify, and hold Explosive Touch Enterprises, LLC. harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this contract except for liability which is due solely to negligence on the part of Explosive Touch Enterprises, LLC. or its staff or equipment or pyrotechnic material provided by Explosive Touch Enterprises, LLC. or its staff.
9. CREDITS: As a material inducement to Explosive Touch Enterprises, LLC. agreeing to enter into this agreement, Sponsor shall give Explosive Touch Enterprises, LLC. program credit as sole fireworks supplier and producer in all press releases, advertising and any other program announcements, printed or otherwise.

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10. If show is canceled due to actions unrelated to the actions or inactions of Explosive Touch Enterprises, LLC or its staff, equipment or pyrotechnic material, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, if the aforementioned cancellation occurs, sponsor will be responsible for load in/ load out expenses not to exceed 50% of budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged, unless the stoppage is due to the actions of Explosive Touch Enterprises, LLC or its staff or due to problems with the equipment or pyrotechnic material of, or provided by Explosive Touch Enterprises, LLC or its staff, in which case Explosive Touch Enterprises, LLC shall be in default under this agreement.
11. If wind exceeds 20mph, fireworks display will be postponed to an agreed date between sponsor and Explosive Touch Enterprises, LLC.
12. Inclement Weather: Explosive Touch Enterprises, LLC. will make every attempt to execute all fireworks displays as scheduled. Explosive Touch Enterprises, LLC. reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsors shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget.
13. Rain Date policy is as follows: Postponement time is 11:59am on the day of display.
14. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Inclement Weather Date set forth by Sponsor.
15. In the event a reschedule occurs and is unrelated to the actions or inactions of Explosive Touch Enterprises, LLC or its staff, and additional fees are incurred by Explosive Touch Enterprises, LLC such as permitting, fire watch, police, barge, etc, Sponsor will be responsible for these fees as they are automatically charged to us.
16. Sponsor agrees to notify Explosive Touch Enterprises, LLC of any unknown changes of said fireworks display such as change of venue, change of time or any other unknown change a minimum of 14 days prior to display date. If for any reason an unknown change does not allow for the setup and execution of fireworks display, sponsor is responsible for 50% deposit.
17. Client agrees to provide Explosive Touch Enterprises, LLC with an adequate firing area that is necessary to produce a safe fireworks program. If for any reason on the day of display the firing area is considered unsafe (Ex: Flooding/Standing water is present, muddy terrain or other hazards) to execute the fireworks display, Sponsor is still liable for 50% of Show Budget.
18. If Sponsor has accepted a pre-payment discount offer at signing of contract, sponsor understands that if for any reason sponsor cancels fireworks display, that 50% of the pre-payment amount is forfeited.
19. Marketing: Explosive Touch Enterprises, LLC may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. For private displays, Explosive Touch Enterprises, LLC will seek approval from Sponsors before making such invitations. In return for marketing privileges, Explosive Touch Enterprises may donate products and services to enhance the display.
20. Force Majeure: Explosive Touch Enterprises, LLC will take all reasonable steps to complete its obligations under this contract. However, Explosive Touch Enterprises, LLC shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.
21. Default: If Sponsor fails to timely perform any of its obligations under this Agreement, Sponsor shall be in default and Explosive Touch Enterprises, LLC shall be entitled to pursue all remedies available under Florida law or equity. However, notwithstanding the foregoing, if the display is canceled by Sponsor due to acts of force majeure referenced in Paragraph 20 above, or any other reason unrelated to the actions or inactions of Explosive Touch Enterprises, LLC, or its staff or due to the equipment or pyrotechnic material of or provided by Explosive Touch Enterprises, LLC or its staff, Explosive Touch Enterprises, LLC. shall be entitled to retain the 50% deposit as its liquidated damages due to the difficulty of determining Explosive Touch Enterprises, LLC. damages arising from such a cancellation. If Explosive Touch Enterprises, LLC fails to timely perform any of its obligations under this agreement Explosive Touch Enterprises, LLC shall be in default and Sponsor shall be entitled to withhold any future payment due hereunder and pursue all remedies available to Sponsor under Florida law or equity.
22. Terms & Conditions: This agreement shall be governed by and construed in accordance with the laws of the state of Florida. This agreement is non-binding irrespective of endorsement until the 50% deposit has been satisfied and notice presented by Explosive Touch Enterprises, LLC.
23. Venue Guarantee: Sponsor agrees to forfeiture of the 50% deposit and all other incurred fees In the event the venue does not make proper arrangements and display must be canceled. Any required changes, moves or special instructions for display site will be provided in written format at time of permitting. This would include but not limited to moving boats, yachts, vehicles or other necessary items in the fallout zone.

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24. **Important Note:** Items listed for this fireworks display require a firing area that conforms to NFPA 1123, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings.
25. **Disputes:** The prevailing party in any legal dispute between the parties to this agreement shall be entitled to recover its reasonable attorney's fees, expert witness fees and court and litigation costs relating to the dispute, including appellate proceedings.
26. **Additional Insureds:** It is agreed that Explosive Touch Enterprises, LLC. will provide additional insured status to the persons, entity and/or entities required as a condition of performing the aforementioned pyrotechnics display.



Display Coordination Contact (DCC)

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display:

Name: Alfie Feola

Title: Treasurer, Ocean Drive Improvement Assoc.

Work Phone: _____

Cell Phone: 305-773-8094

E-mail Address: ohfeo@atlanticbb.net

NOTE 1: The DCC information provided above is transferred to the Shooter in Charge (SIC) for the day of display. Please make sure that all information provided is accurate and correct so that there are no setbacks or communication errors for successful operations.

NOTE 2: Golf Courses, Hotels & Any other venues with Automatic Sprinkler systems, please make sure to notify your operational or maintenance staff to deactivate outdoor sprinkler systems in the immediate area of the display site.

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Explosive Touch Enterprises, LLC. upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner.

May 9, 2025 Date

Ocean Drive Improvement Association Sponsor or Client Name

City of Miami Beach Sponsor or Client Title

Al Feola Signature

Explosive Touch Enterprises, LLC. Display Company

President/Owner Title

J Weppel Signature

Please e-mail signed contract to info@explosivetouch.com and make payment of \$50,000.00 to officially bind this contract for your fireworks display.

Thank you for choosing



to produce your fireworks spectacular!

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