



April 10, 2018

Ms. Christi Kinney
Recreation Coordinator, City of Burlington
900 E Fairhaven Avenue
Burlington, WA 98233

Dear Christi,

Thank you for allowing Western Display Fireworks the opportunity to present our proposal for the 2018 Berry Dairy Days Festival fireworks display.

This proposal has been provided to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering contracting with Western Display Fireworks, Ltd. for the City of Burlington Berry Dairy Days Festival fireworks display.

We have custom designed a spectacular 20 minute fireworks display featuring an exciting variety of world-class pyrotechnic effects. The products in your show have been specifically selected to compliment your venue. These items have been reserved in our inventory and they are guaranteed to be part of your program. The display will be electrically fired.

As a gesture of our commitment to your community we have included a multi-year discount that is usually reserved for our long-time customers, without requiring a multi-year commitment. If you continue the relationship with our company, this discount can be extended by executing this three year agreement beginning in 2019.

I would be pleased to review the enclosed program in detail with you at your convenience. Please let me know when you would like to do so and we can schedule a phone conference.

We very much look forward to working with you and being a part of your community celebration.

Best Regards,

Heather Gobet, President



p.o. box 932 • canby • oregon 97013 • office 503.656.1999 • fax 503.656.6628 • info@westerndisplay.com

FIREWORKS DISPLAY PROPOSAL PRESENTED BY

WESTERN DISPLAY FIREWORKS LTD



City of Burlington
Berry Dairy Days Festival
June 15, 2018



p.o. box 932 • canby oregon • 97013
office 503.656.1999 • fax 503.656.6628
info@westerndisplay.com



Fireworks Display Proposal Summary

City of Burlington

Berry Dairy Days Festival

June 15, 2018

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare the Washington State Public Display permit to be approved the local fire authority and submit the fireworks review fee
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
 - As a gesture of our commitment to your community we have included our standard multi-year discount this discount as part of your 2018 proposal without requiring a multi-year contract. If you continue the relationship with our company, this discount can be extended by executing a three year agreement beginning in 2019. This discount totals \$770 in complimentary product which translates to approximately (6) 24-100 count spectacular multi-shot boxes.
- Provide all necessary mortars and firing equipment required to pre-load and electrically fire the display

This document is propriety and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Western Display Fireworks, Ltd.



WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Burlington, City of
833 South Spruce Street
Burlington, WA 98233

Event Date: 6/15/2018
Proposal #: 18-5992
Show Name: Berry Dairy Days Festival - Burlington

Quantity Description

1 SHOW OPENER
1 2.5" (30 Shot) Fanned Glitter Coconut w/Glitter Tail
9 3" Glitter Coconut
6 4" Glitter Coconut
3 5" Brocade w/ Red Strobe Pistil
1 MAIN SHOW
1 THREE INCH SHELLS
10 Ti Salute w / tail
2 3" Pink Peony
2 3" Red to Silver Strobe
2 3" Green to Silver Strobe
2 3" Orange to Silver Strobe
2 3" Purple to Silver Strobe
2 3" Red Chrysanthemum
2 3" Yellow Chrysanthemum
2 3" Blue Chrysanthemum
2 3" Green Chrysanthemum
2 3" Purple Chrysanthemum
2 3" Variegated Chrysanthemum
2 3" White Twinkling Chrysanthemum
2 3" Half Red & Half Blue Peony
2 3" Blue Falling Leaves
2 3" Red Falling Leaves
2 3" Silver Palm Tree w/Tail
2 3" Blue & Crackling Palm w/Red Tail
2 3" Silver Crossette
2 3" Red Crossette
2 3" Green Crossette
2 3" Purple Crossette
2 3" Blue Crossette
2 3" Variegated Crossette
2 3" Twinkling (Strobing) Coconut Crossette
2 3" Silver to Crackling
2 3" Green Crackling Flower
2 3" Gold Strobe to Crackling Flower
2 3" Red Chrysanthemum to Crackling Flower
2 3" Blue Chrysanthemum to Crackling Flower
2 3" Purple Chrysanthemum to Crackling Flower
2 3" Variegated Colors to Crackling Flower
2 3" Silver Kamuro
2 3" Gold Brocade Kamuro
2 3" Twinkling Kamuro Crown w/Gold Tail
2 3" Twinkling Kamuro Crown & Red w/Silver Tail
2 3" Red, Blue to White Strobe w/Glitter Tail
2 3" Red Strobe
2 3" Disco Strobe
1 3" Cardinal Purple & Twilight Glitter
1 3" Sapphire Blue & Twilight Glitter
1 3" Twilight Glitter & Ruby Red

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 18-5992

Quantity Description

1 3" Twice Crackling Rain
1 3" Half Purple to Crackling Rain/Half Green to Crackling Rain
1 3" Half Aqua to Crackling Rain/Half Orange to Crackling Rain
1 3" Cluster of Red Bees
1 3" Cluster of Silver Bees & Crackling
1 3" Brocade Double Ring w/ Blue & White Strobe Pistil
1 3" Sunflower: Yellow Cascade Ring w/Green Pistil
1 3" Purple Stained Glass W/ No Tail
1 3" Stained Glass: Brocade w/ No Tail
1 3" Butterfly w/ No Tail
1 3" Silver Kamuro w/ Green Flower (Long Duration)
1 3" Silver Kamuro w/ Purple Flower (Long Duration)
1 3" Pixie Dust Willow w/Red Pistil (Long Duration)
1 3" Pixie Dust Willow w/Blue Pistil (Long Duration)
1 3" Pixie Dust Willow w/Crackling Rain Pistil (Long Duration)
1 3" Pixie Dust Willow w/White Strobe Pistil (Long Duration)
2 3" Orange Peony
2 3" Aqua Peony
1 FOUR INCH SHELLS
1 4" Orange Peony
1 4" Aqua Peony
1 4" Green to Silver Strobe
1 4" Orange to Silver Strobe
1 4" Purple to Silver Strobe
1 4" Red Chrysanthemum w/ Silver Palm No Tail
1 4" Red Chrysanthemum
1 4" Blue Chrysanthemum
1 4" Purple Chrysanthemum
1 4" Half Red & Half Blue Peony
1 4" Artillery Titanium
1 4" Orange Triple Rings with White Strobe Pistil
1 4" Blue Falling Leaves
1 4" Red Falling Leaves
1 4" Silver Palm Tree
1 4" Blue & Crackling Palm with Red Tail
1 4" Silver Crossette
1 4" Red Crossette
1 4" Green Crossette
1 4" Purple Crossette
1 4" Blue Crossette
1 4" Variegated Crossette
1 4" Twinkling (Strobing) Coconut Crossette
1 4" Green Crackling Flower
1 4" Gold Strobe to Crackling Flower
1 4" Variegated Colors to Crackling Flower
1 4" Red Chrysanthemum to Crackling Flower
1 4" Blue Chrysanthemum to Crackling Flower
1 4" Purple Chryanthemum to Crackling Flower
1 4" Variegated Colors to Crackling Flower

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 18-5992

Quantity Description

- 1 4" Silver Kamuro
- 1 4" 3 Color Change Chrysanthemum-Silver to Blue to Red Chrysanthemum
- 1 4" Blue Peony w/ Silver Palm NO Tail
- 1 4" Gold Brocade Kamuro
- 1 4" Smiley Face
- 1 4" Silver Waterfall
- 1 4" Purple Waterfall
- 1 4" White Strobe Waterfall
- 1 4" Blue Peony with Whistle
- 1 4" White Peony with Whistle
- 1 4" Red Peony with Whistle
- 1 4" Red & Blue & White w/Strobe Trail
- 1 4" Red Butterfly
- 1 4" Red Strobe
- 1 4" Orange Strobe
- 1 4" Disco Strobe
- 1 4" Colorful Dahlia (Pink, Lemon, Aqua)
- 1 4" Red, Yellow, & Blue Swimming Stars
- 1 4" Double Silver Spinning w/Red Strobe Pistil (Cylinder)
- 1 4" Double Silver Spinning w/Blue Pistil (Cylinder)
- 1 4" Silver Flying Dragon (Cylinder)
- 1 4" Twilight Glitter to Multi Color
- 1 4" Twice Crackling Rain
- 1 4" Half Twilight Glitter to Blue - Half Twilight Glitter to Red Peony
- 1 4" Half Purple to Crackling Rain/Half Green to Crackling Rain
- 1 4" Half Aqua to Crackling Rain/Half Orange to Crackling Rain
- 1 4" Cluster of Red Bees
- 1 4" Cluster of Silver Bees & Crackling
- 1 4" Green Go Getters
- 1 4" Silver Go Getters
- 1 4" Purple Go Getters
- 1 4" Red Go Getters
- 1 4" Multi Color to Crackling Rain Double Ring
- 1 4" Brocade Double Ring w/ Blue & White Strobe Pistil
- 1 4" Midnight Snow Double Ring + Green Pistil
- 1 4" Brocade Double Ring w/Purple
- 1 4" Stacked Color Bands
- 1 4" Crackling Crossette
- 1 4" Golden Rain Crossette
- 1 4" Straw Hat Midnight Snow Ring / Red Pistil
- 1 4" Sunflower: Yellow Cascade Ring w/ Green Pistil
- 1 4" Stained Glass
- 1 4" Purple Stained Glass w/ No Tail
- 1 4" Red Stained Glass w/Blue Pistil
- 1 4" Tulip: Midnight Snow Ring / Red Pistil

- 1 4" Tulip: Midnight Snow Ring / Purple Pistil
- 1 4" Stained Glass: Brocade
- 1 4" Hummers

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 18-5992

Quantity Description

- 1 4" Multi Color to Brocade (Long Duration)
- 1 4" Butterfly White Glitter to Green + 2 Red Stars
- 1 4" Silver Kamuro w/ Green Flower (Long Duration)
- 1 4" Silver Kamuro w/ Purple Flower (Long Duration)
- 1 4" Pixie Dust Willow w/Red Pistil (Long Duration)
- 1 4" Pixie Dust Willow w/Purple Pistil (Long Duration)
- 1 4" Pixie Dust Willow w/Aqua Pistil (Long Duration)
- 1 4" Pixie Dust Willow w/Blue Pistil (Long Duration)
- 1 4" Pixie Dust Willow w/Crackling Rain (Long Duration)
- 1 4" Pixie Dust Willow w/Stained Glass + Crackling Pistil (Long Duration)
- 1 4" Brocade w/ Orange Pistil (Long Duration)
- 1 FIVE INCH SHELLS
- 1 5" (18) Sunny Assortment Package V25 (1 Each)
 - 5" Red Peony
 - 5" Yellow Peony
 - 5" Orange Peony
 - 5" Blue Glitter
 - 5" Variegated Glitter
 - 5" Green Dahlia
 - 5" Purple Dahlia
 - 5" Red Crossette
 - 5" Orange Crossette
 - 5" White Chrysanthemum
 - 5" Purple to Super Gold Flitter
 - 5" Glitter Silver to Yellow Chrysanthemum
 - 5" Silver Wave to Blue Chrysanthemum
 - 5" Blue Chrysanthemum to Crackling Flower w/ Red Pistil
 - 5" Red to Popping Flower
 - 5" Green to Popping Flower
 - 5" Blue to Red Chrysanthemum
 - 5" 4 Color Change Chrysanthemum

- 1 5" Green to Blue to Silver Peony
- 1 5" Red to Silver Strobe
- 1 5" Green to Silver Strobe
- 1 5" Orange to Silver Strobe
- 1 5" Glitter Coconut
- 1 5" Silver to Variegated Crossette
- 1 5" Twinkling (Strobing) Coconut Crossette
- 1 5" Spiral Pattern
- 1 5" Purple to Twinkling Crown w/ Twinkling Crown Tail
- 1 5" Colorful Dahlia (Pink, Purple, Lemon, Aqua)
- 1 5" Red, Yellow, & Blue Swimming Stars

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 18-5992

Quantity Description

- 1 5" Eight-Pointed Brocade Chrys. w/Green Pistil & Silver to Red to Cherry Blossom
- 1 5" Red Strobing Ring w/Brocade Crown Waterfall Bow Tie Pistil
- 1 5" Aqua Chrysanthemum w/Orange Pistil
- 1 5" Half Purple to Crackling Rain/Half Green to Crackling Rain
- 1 5" Silver Go Getters
- 1 5" Midnight Snow Double Ring + Green Pistil
- 1 5" Chinese Fan
- 1 5" Sunflower: Midnight Snow Ring w/Purple Pistil
- 1 5" Rainbow
- 1 5" Brocade w/ Red Strobe Pistil
- 1 5" Brocade to White Strobe
- 1 5" Red Butterfly
- 1 5" White Peony with Whistle
- 1 5" Orange Triple Rings with White Strobe Pistil
- 1 5" Gold Brocade Kamuro
- 1 5" Green Twinkling Crown w/ Twinkling Crown Tail
- 1 5" Varigated Chrysanthemum
- 1 5" 3 Color Change Chrysanthemum-Silver to Blue to Red Chrysanthemum
- 1 5" Half Purple Half Green with Half Green Half Purple Pistil
- 1 5" Smiley Face
- 1 MID SHOW VOLLEY
- 1 2.5" (30 Shot) Fanned Fuchsia Magic Peony / Turquoise Peony / Silver Palm Tree w/Silver Tail
- 1 3" (25 Shot) Green Strobe Flitter / Blue to Popping Flower / Titanium Salute w/Crackling Tail
- 1 2.5" (30 Shot) Fanned Silver Palm Tree / Purple Strobe / Green Crackling Flower w/Silver Tail
- 1 2.5" (25 Shot) Color Tourbillion: Tourbillion to Red Falling Leaves, Tourbillion to White Strobe Stars, Tourbillion to Green Falling Leaves, Tourbillion to Timed Rain Stars (2 Rows)
- 1 2.5" (36 Shot) Variegated Colors to Crackling / Disco Strobe / Titanium Salute (Duration: 28 Sec.)
- 1 GRAND FINALE 1
- 2 3" (25 Shot) Fuchsia Magic Peony / Turquoise Peony / Titanium Salute
- 6 4" White Twinkling Chrysanthemum
- 3 5" (125mm) Fushia
- 1 GRAND FINALE 2
- 2 3" Finale Chain 10/6 (Ti Salute)
- 10 4" White Twinkling Chrysanthemum
- 6 5" (125mm) Fushia
- 1 MISC SUPPLIES
- 200 Squibs - J-Tek12 T Shroud 12' lead
- 3 1" x 60yd Masking Tape - Roll
- 6 Safety Glasses
- 6 Earplugs
- 30 Match Fuse for Packing - By the Foot
- 2 20 Minute Fusee w/ Handle

A TRADITION OF EXCELLENCE

Western Display Fireworks is a fifth generation family owned business offering the finest in pyrotechnic productions. With over 65 years of experience, we are the oldest and largest aerial display fireworks company in the Northwest and are honored to be part of hundreds of events annually.

We offer custom designed displays for customers of every budget, venue and event type. As we strive to ensure that each display is more spectacular than the last, we never lose sight of our company commitment to the safety of our crews and spectators.

We welcome the opportunity to be a part of your celebration and share our commitment to exceptional customer service.

Heather Gobet

HEATHER GOBET president | owner



Seafair Summer Fourth
Seattle, Washington
Photo by Sigma Sreedharan



WESTERN DISPLAY FIREWORKS LTD

COMPANY HISTORY, SAFETY AND EXPERIENCE

HISTORY Western Display Fireworks is a fourth generation family owned and operated company providing spectacular fireworks productions throughout the Northwest and beyond for over 65 years. Our experience, coupled with our commitment to artistic and cutting edge design, plus the use of the latest technology, has made us the largest aerial display company in the Northwest.

SAFETY We maintain an unparalleled safety record through ongoing pyrotechnician training and strict adherence to Federal DOT and ATF regulations, National Fire Protection Association (NFPA) and state statutes. We are committed to providing the safest and most spectacular event for our clients possible.

EXPERIENCE Western Display Fireworks produces hundreds of shows annually. These displays include some of the largest in the United States. A few of our distinguished events include:

TACOMA FREEDOM FAIR
SEAFAIR SUMMER FOURTH
PORTLAND ROSE FESTIVAL
FIREWORKS OVER DES MOINES
CITY OF BOISE FOURTH OF JULY
EVERETT JULY 4TH CELEBRATION
SEAFAIR WEEKEND 65TH ANNIVERSARY
CELEBRATE KIRKLAND—CITY OF KIRKLAND
STEILACOOM FOURTH OF JULY CELEBRATION
FABULOUS FOURTH OF JULY—CITY OF RENTON
MACY'S STARLIGHTING CELEBRATION—SEATTLE
SAFEWAY WATERFRONT BLUES FESTIVAL—PORTLAND
JOINT BASE LEWIS/McCHORD INDEPENDENCE DAY CELEBRATION
ANACORTES FOURTH OF JULY CELEBRATION—CITY OF ANACORTES
MELALEUCA FREEDOM CELEBRATION—MELALEUCA INC.—IDAHO FALLS
FOURTH OF JULY AT THE HISTORIC RESERVE—FORT VANCOUVER NATIONAL TRUST

WESTERN DISPLAY FIREWORKS LTD

503.656.1999 • sales@westerndisplay.com

Over 65 years of pyrotechnic excellence.

confidential | trade secret

REFERENCES

MUKILTEO LIGHTHOUSE FESTIVAL

4902 76th Street SW, Mukilteo, WA 98275

Marilyn Langdon, Executive Director

exec.director@mukfest.com

425-353-5516 Office

425-344-3106 Cell

INDEPENDENCE DAY CELEBRATION

Cheeseburger Babies Foundation

21005 44th Avenue W., Suite 101
Mountlake Terrace, WA 98043

Seاون Richards, Director

yourgo2catering@gmail.com

425-218-5996 Cell

THE GREAT CARNATION 4TH OF JULY CELEBRATION

City of Carnation & Carnation
Chamber of Commerce

4621 Tolt Avenue, Carnation, WA 98014

Kim Lisk, Events Chair

kimlisk@comcast.net

425-941-9980 Cell

CITY OF KENMORE FIREWORKS DISPLAY

18120 68th Avenue NE, Kenmore, WA 98028

Shelby Krogh, Volunteer & Events Supervisor

skrogh@kenmorewa.gov

425-398-8900 Office

OAK HARBOR NYE AND 4TH OF JULY CELEBRATIONS

Oak Harbor Chamber of Commerce

32630 State Route 20, Oak Harbor, WA 98277

Christine Cribb, Executive Director

christine@oakharborchamber.com

360-675-3755 Office

360-632-6533 Cell

CELEBRATE AMERICA FESTIVAL AND FIREWORKS

South Whidbey Assembly

5373 Maxwelton Road, Langley, WA 98260

Matt Chambers, Pastor

mbchamb@whidbey.com

360-221-1656 Office

360-340-5803 Cell

RENTON'S FABULOUS 4TH OF JULY

City of Renton

1055 S Grady Way, 6th Floor, Renton, WA 98057

Sonja Mejlaender, Community Relations
& Event Coordinator

smejlaender@rentonwa.gov

425-430-6514 Office

206-794-3271 Cell

REFERENCES

WESTERN DISPLAY FIREWORKS LTD

503.656.1999 • sales@westerndisplay.com

Over 65 years of pyrotechnic excellence.

confidential | trade secret

CONTRACT NO. _____ DEPARTMENT: Parks and Recreation
FEDERAL TAXPAYER I.D. _____ CONSULTANT: WESTERN DISPLAY
FIREWORKS, LTD
SERVICES PROVIDED: Fireworks Show for Berry Dairy Days at Skagit River Park
AMOUNT \$ 10,000 FUND SOURCE: City of Burlington Festival Budget
DURATION, FROM: Friday, June 15, 2018 TO: Friday, June 15, 2018

AGREEMENT

THIS AGREEMENT made and entered into on this **10 day of May, 2018**, by and between the *CITY OF BURLINGTON*, (hereafter referred to as the "City") **Western Display Fireworks, LTD** (hereafter referred to as the "PROVIDER") and Dike District #12 (hereafter referred to as the "Dike").

WITNESSETH:

WHEREAS, the City desires to contract with the Provider and Dike for providing of services; and

WHEREAS, the Provider is licensed and/or duly qualified to provide such services; and

WHEREAS, the City has an interest in promoting the health, safety and welfare of the citizens of the City of Burlington; and

WHEREAS, the Scope of Work included in this Agreement is consistent with promoting the interests of the City; and

WHEREAS, the City, Provider, and Dike are desirous of entering into an Agreement to formalize their relationship.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City, Provider, and Dike do mutually agree as follows:

1. WORK AND/OR SERVICES TO BE PROVIDED BY THE PARTIES:
 - a. The Provider shall complete in a satisfactory and proper manner, as determined by the City, the work and/or services described in "**Exhibit A**", Scope of Work and/or Services of Provider, which is (still need) attached hereto and incorporated herein by reference.

Fireworks presentation is to be approximately twenty (20) minutes and no less than fifteen (15) minutes.

The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement and additional duties as outlined: City shall be responsible for:

Set up 350 foot perimeter around fireworks display launch area to ensure a safe setback distance.

Open perimeter road on the east side of the park and move 300 foot perimeter barrier from road immediately after grand finally.

Provide Fire engine on dike to extinguish any unexpected ground fires that may arise.

2. TIME OF PERFORMANCE:

All services described under Scope of Work and/or Services shall be conducted on **June 15, 2018** within the following timeline:

- Firing crew must be on site with all fireworks by or before 2:00 p.m.
- Display must be set up and ready for inspection by the Fire Marshal no later than 7:00 p.m.

3. CONSIDERATION:

The City shall pay to the Provider for work and/or services as follows: The work to be done by Providers and the sums billed to the City shall not exceed the sum of Ten Thousand Dollars (\$10,000.00). Provider shall bill the City of Burlington within thirty (30) days upon completion of this Agreement by way of itemized invoices for the services rendered under this Agreement. As a governmental taxing entity, the City may not pay Provider for services in advance to the Providers' rendition of services.

The Parties agree that time is of the essence in the performance of this Agreement and that failure to meet the timeline described above may constitute breach of this Agreement, pursuant to the terms of Section 5 of this Agreement.

4. RELATIONSHIP:

The City, Provider, and Dike intend that an independent contractual relationship be created by this Agreement. Provider or Dike are not considered to be employees of the City for any purpose, and neither the Provider or Dike nor

any employee of the Provider or Dike shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Provider specifically represent and stipulate that the Provider is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

5. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Provider fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement.

Further, in the event the Provider fails to perform any substantial obligation to be performed by the Provider under this Agreement, then the City may, upon written notice to the Provider, withhold all monies due and payable to Provider, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. CHANGES, AMENDMENTS, MODIFICATIONS:

Each Party may request changes to the Agreement. Any and all agreed modifications shall be in writing and signed by each of the Parties.

7. REPORTS AND INFORMATION:

The Provider, in such form as the City may require, shall provide reports as to the status of the work or services undertaken pursuant to this Agreement, including the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the Providers financial and other components of the work and services provided and undertaken as a part of the Agreement by whatever legal and reasonable means are deemed by the City.

9. DEFENSE & INDEMNITY AGREEMENT:

Provider agrees to defend, indemnify and save harmless the City, Dike District # 12, their appointed and elective officers, subcontractors, agents and/or employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, Dike District # 12, their appointed or elected officials, subcontractors, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Provider, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, or Dike District # 12 their appointed or elected officials, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City or Dike District # 12 by reason of entering into this Agreement, except as expressly provided herein.

10. PROOF OF INSURANCE:

The Providers shall provide proof of insurance for general comprehensive liability in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate to cover event activities during the term of this Agreement. Current proof of insurance shall be in a form acceptable and approved by the City and shall be provided prior to the event. A Certificate of Insurance naming the City and Skagit County Diking District No. 12, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees as additional insured's along with an Endorsement policy stating the same shall accompany this Agreement for signing.

11. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

12. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

13. VENUE:

In the event that any dispute arises over this Agreement, the venue of any legal action shall be that of Skagit County, Washington.

14. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

15. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the Parties hereto.

16. ENTIRE AGREEMENT:

This written Agreement represents the entire Agreement between the Parties and supersedes any prior oral statements, discussions or understandings between the Parties.

17. COUNTERPARTS:

This Agreement may be executed in triplicate counterparts, notwithstanding that all Parties have not signed the same counterpart, with the same effect as if all Parties had signed the same Agreement. All counterparts shall be construed as and shall constitute one and the same Agreement.

18. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided that no Party hereto may assign this Agreement without the prior consent of the other Party, which consent shall not be unreasonably delayed or withheld.

19. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington
ATTN: City Clerk
833 S. Spruce Street
Burlington, WA 98233

Dike District # 12
ATTN: Eddie Tjeerdsma
1317 S. Anacortes St.
Burlington, WA. 98233

With additional copies to: Burlington Parks and Recreation Department
and Burlington City Attorney

Burlington Parks/Rec Dir.
900 E Fairhaven Ave.
Burlington WA 98233

Burlington City Attorney
833 S Spruce Street
Burlington WA 98233

Any notices to be sent to Provider shall be sent to the following address:

Western Fireworks Display, LTD
PO Box 932
Canby, Oregon 97013

20. AUTHORITY.

Each individual executing this Agreement on behalf of the City, Provider and Dike represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year last written below.

CITY OF BURLINGTON

PROVIDERS:

By: _____
Steve Sexton, Mayor

By: Heather Goblet, President _____
Western Display Fireworks, LTD
Tax ID Number:

Attest:

By: _____
Renee Sinclair, Budget & Accounting Director

Approved as to Form:

By: _____
Leif Johnson, City Attorney

Approved as to Content:

By: _____
Jennifer Berner, Director Parks & Recreation

Dike District # 12

By: _____
Eddie Tjeerdsma, Commissioner

By: _____
Lorna Ellestad, Commissioner

By: _____
John Burt, Commissioner

ATTACHMENTS:

[1] Exhibit A

FOR CITY USE ONLY:

Copy of the Certificate of Insurance and Endorsement Policy was received and complies with the terms herein on the _____ day of _____, _____, and is attached hereto.

By _____, Title.