

**RAPID CITY AGREEMENT FOR SERVICES
FIREWORKS DISPLAY
(2006, 2007, 2008)**

THIS AGREEMENT is entered into this 16th day of March, 2006, by and between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota, 57701, a municipal corporation organized under the laws of the State of South Dakota, hereinafter referred to as "City", and Premier Pyrotechnics, Inc., 305 Lewis and Clark Trail, Yankton, SD, 57078, hereinafter referred to as "Vendor".

WHEREAS, the Rapid City Fire Department requested proposals for the City's 2006 fireworks display with an option for 2007 and 2008; and

WHEREAS, submitted proposals were evaluated based on the best show package with a price not exceeding \$18,000; and

WHEREAS, Vendor's submitted proposal was determined to offer the City the best show package not exceeding \$18,000.

NOW THEREFORE, in consideration for Vendor providing professional services and merchandise for the City's 2006, 2007 and 2008 fireworks displays, according to the provisions set forth below, it is agreed that the City will pay the Vendor an amount not to exceed \$18,000.00 per year for such merchandise and services. The City and Vendor hereby agree to the following provisions and conditions:

SHOW

1. Vendor shall meet the requirements as identified in the National Fire Protection Association Standard # 1123 Code (NFPA) for the outdoor display of fireworks and shall abide by all applicable federal, state and locals laws.
2. Vendor shall supply all necessary equipment and materials to electronically fire each of the shells and shall supply all necessary labor needed to conduct the show. This shall include all shooters' fees and shipping fees.
3. Post show cleanup shall be completed by the Vendor and inspected by the City the day following the show.
4. Vendor shall secure, prepare, and deliver fireworks as per the proposal attached hereto as Exhibit A and incorporated herein, or make necessary substitutions of equal or greater value.

SHOW DATE

5. The 2006 City fireworks show will be on Sunday, July 2, at 10:00 P.M.
6. In the event that the 2006 July 2 show is postponed due to weather, the show will occur on Monday July 3, at 10:00 P.M.

7. The terms and conditions of this Agreement extend through 2008, with show dates on or about the Fourth of July for 2007 and 2008. These subsequent show dates and make-up dates will be scheduled by the City during each calendar year.
8. In the event of cancellation, City hereby agrees to cover only the reasonable expenses of Vendor (fuel, meals, hotels, and wages). Proof of expenses must be provided to the City within ten days of the cancellation. Vendor hereby agrees to refund the remaining balance in full of any payment made by the City for the services and merchandise agreed to herein.

QUANTITY/QUALITY OF SHELLS

9. Vendor shall secure, prepare and deliver said fireworks as outlined in Exhibit A attached hereto.
10. Prior to the show, verification will be made by the City as to the quantity, quality (domestic/import), and size of the shells.
11. After the show, Vendor shall identify shells that failed to fire. Verification of such will be made by the City. The cost of failed shells shall be deducted from the contract price at the shell price listed in the Vendor catalog.
12. Any misfired shells shall be disposed of in a manner mutually agreed upon by the Vendor and the City and in accordance with NFPA # 1123, Chapter 4.
13. Vendor shall add an additional five percent of product to the show each year as per Vendor's accepted bid which states "Premier will add an additional...5% [of product] if 3-year contract option is signed...". Additionally, Vendor shall add an additional ten percent of product to the show each year if Vendor is paid for the merchandise (not including insurance and shooter fees) in full each year by April 1 as per Vendor's accepted bid.

PERMITS

14. Vendor shall secure all local, state, and federal permits required to sell, operate, transport and fire class B explosives. Vendor shall furnish a copy of such to the City.

PAYMENT

15. The City shall issue purchase order(s) each year for the services and merchandise provided by Vendor, in an amount not to exceed \$18,000, upon submission of invoice(s) to the City. Vendor shall add an additional ten percent of product to the show each year if paid in full by April 1 of each year for merchandise (not including insurance and shooter fees) as per Vendor's accepted bid.

INSURANCE

16. Vendor shall maintain liability insurance with a Five Million Dollar (\$5,000,000) limit per occurrence or equivalent. Said insurance shall name the City of Rapid City as an additional insured. Said insurance shall be primary to any valid and collectable insurance maintained by City. Vendor shall furnish the City with a certificate of insurance acceptable by the City along with a statement generally describing the coverage therein

contained. Such certificate shall afford City thirty (30) days written notice of cancellation or of a material change in coverage. City's failure to obtain from Vender a Certificate of Insurance conforming to the forgoing requirements shall not be deemed a waiver of any of the foregoing requirements. This provision shall in no way limit the provision in the indemnity section.

CITY RESPONSIBILITY

17. The City will provide a site with sufficient space for the presentation of the display and will provide adequate police protection to secure the area and fire protection during the show(s).
18. The City will make the site available the day of the show(s) for setup and site preparation of the display.
19. The City will insure that the number and quantity of shells are in accordance with the accepted-proposed-bid.

INDEMINITY

20. Vender agrees to indemnify, defend and hold harmless City against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of Vender and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by Vender or its employees.

TAXES

21. Vender shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities, and similar benefits, which may now or hereafter be imposed by law with respect to persons employed by Vender for performance of work or services under this Agreement. Unless otherwise specifically provided, the compensation to be paid to Vender includes, and Vender shall be liable for, all taxes, excises, assessments, and other charges levied for by any government agency on, or because of the work and/or services performed hereunder, and any materials, equipment, services, or supplies furnished or used in the performance of the work and/or services under this Agreement.

SEVERABILITY

22. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

LAW AND VENUE

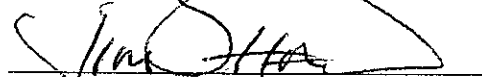
22. The parties hereby agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

ENTIRE AGREEMENT

23. The parties hereby agree that this writing constitutes the entire Agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

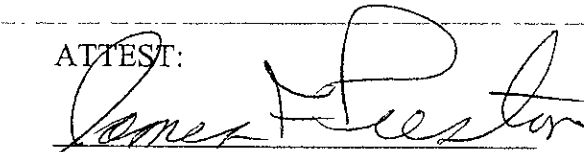
Dated this 6 day of March, 2006.

CITY OF RAPID CITY



Mayor

ATTEST:

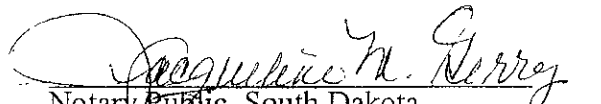


Finance Officer

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

On this the 24 day of March, 2006, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public, South Dakota
My Commission Expires: 7-15-2006

(SEAL)



*Our Mission...
"A Dedication To Pyrotechnic Perfection"*

EXHIBIT A

**Proposed Bid 2006
RAPID CITY S.D. JULY 2ND**

OPENING

50-3 INCH SALUTES (AMERICAN)

MAIN BODY

2-4IN MODULES (72 SHELLS)

2-4IN CANNISTER MODULES (36 SHELLS) AMERICAN

4-5IN MODULES A-B-C-D-(96 SHELLS)

1-5IN PATRIOT CANNISTER ASSORTMENT (12 SHELLS) AMERICAN

1-5IN CYLINDER ASSORTMENT (12 SHELLS) AMERICAN

4-6IN A-B-C-D-E-F- MODULES (54 SHELLS)

**OPEN STOCK (EXTRA FANCY, LONG DURATION, PATTERN,
SPECIAL EFFECT DOMESTIC)**

20-5 IN SHELLS (AMERICAN)

50-6 IN SHELLS (30 AMERICAN)

6-6IN FIREWORKS WEST RAY SHELLS

32-8IN SHELLS ASSORTED CROWN, WILLOW, PATTERN, AND COLOR CHANGING

15-10IN LONG DURATION SHELLS

PRE-FINALE

20-3IN SALUTES

54-4IN MIXED COLOR SHELLS

20-6IN MIXED COLOR SHELLS

2-8IN MIXED COLOR SHELLS

FINALE (RED, WHITE, BLUE)

100-3IN SALUTES

54-4IN RED-WH-BL SHELLS

28-5IN RED WH-BL SHELLS

60-6IN RED WH -BL SHELLS

8-8IN RED WH-BL SHELLS

5-10IN RED WH-BL SHELLS

**PREMIER WILL ADD AN ADDITIONAL 10% OF PRODUCT IF PAID IN FULL BY APRIL 1ST AND
ANOTHER 5% IF 3-YEAR CONTRACT OPTION IS SIGNED FOR A TOTAL OF 15%**

**EXAMPLE ON NEXT PAGE
SHELL COUNTS ON NEXT PAGE**

Premier Pyrotechnics, Inc.

**Midwest Sales Office (605)665-4482
305 Lewis & Clark Trail
Yankton, SD 57078**

Corporate Office Toll Free (888)647-6863



Our Mission...
"A Dedication To Pyrotechnic Perfection"

RAPID CITY 2006 SHELL COUNTS AND EARLY PAY AND CONTRACT DISCOUNTS

SHELL COUNTS

3 INCH SHELLS=170 (AMERICAN)
(ALL SALUTES AS REQUIRED BY RFP)

4 INCH SHELLS=180 (IMPORTED)
4IN SHELLS =36 (AMERICAN)
TOTAL=216

5 INCH SHELLS=124(IMPORTED)
5IN SHELLS=44 (AMERICAN)
TOTAL=168

6 INCH SHELLS=154 (IMPORTED)
6IN SHELLS=30(AMERICAN)
TOTAL=184

8IN SHELLS=38 (IMPORTED)
8IN SHELLS=4 (AMERICAN)
TOTAL=42

10IN SHELLS=20(IMPORTED)

TOTAL=800 SHELLS

EXAMPLE OF EARLY PAY DISCOUNT 10% ON PRODUCT AMOUNT, INSURANCE AMOUNT IS EXCLUDED FROM THIS BONUS.
\$18,000.00 SHOW, MINUS INSURANCE COST OF \$1606.00, YOUR BONUS WOULD BE...\$1640.00 OF PRODUCT

EXAMPLE AN ADDITIONAL 139 4INCH SHELLS OR 88 5INCH SHELLS OR 51 6INCH SHELLS

ANOTHER 5% FOR A TOTAL OF 15% IF 3-YEAR OPTION IS CHOSEN

210 4IN SHELLS OR 130 5IN SHELLS OR 75 6IN SHELLS (THESE NUMBERS MAY VARY DEPENDING ON SIZE AND TYPE OF SHELL)



*Our Mission...
"A Dedication To Pyrotechnic Perfection"*

Gary Shepard
10 Main st
Rapid City S.D. 57701

Gary,

Please find enclosed our proposal, as dictated by your specifications. Please keep in mind we design shows of quality not quantity, a high shell count number is not necessarily a better show than a show with a smaller shell count. We have produced the show for Rapid City for several years and have developed a great working relationship with your department as well as the city. I feel that your city needs the larger diameter shells in your show for it to be the best it can be.

Included in this proposal is a \$5,000,000 liability insurance policy as well as all fees for shipping and professional shoot team, this is an inclusive price with no additional costs anywhere.

There is also a 10% product bonus for paying early by April 1st as well as a 5% product bonus for a three-year contract for a total of 15% as listed on page (2) of your proposal.

We at Premier would love to continue our relationship that we have established with your department as well as the city, if you or anyone has any questions please give me a call at the numbers listed below, and always you have our 100% Gurantee, if you are not happy with our show, if our shoot teams are not 100% professional...Premier will refund 100% of your budget.

BID PRICE \$18,000.00

Please feel free to contact me at 605-660-2400 or 605-665-4482 any time, for any reason.
Your future show is limited only by the imagination.

SINCERELY,

JEFF KOSTER

Enclosure

Premier Pyrotechnics, Inc.	Midwest Sales Office (605) 665-4482 305 Lewis & Clark Trail Yankton, SD 57078	Corporate Office Toll Free (888) 647 6863 Richland M.O
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*Our Mission...
"A Dedication To Pyrotechnic Perfection"*

Thank you for taking the time to consider Premier Pyrotechnics for your fireworks display. We are pleased to present you with the 2005 catalog. It is our belief that Premier's catalog represents a careful balance between budgets, safety, and the artistic qualities of a well-executed display.

We at Premier bring you the best new Effects on the Market Today!

We travel to China every year to our factories to bring our customers the safest, highest quality products money can buy!

Premier Pyrotechnics was just featured on the Discovery Channel as leading the industry in cutting edge pyrotechnics.

Premier Pyrotechnics is a full service fireworks display company. From the smallest local celebrations to the largest pyromusical displays fired by Premier's state-of-the-art computerized FIRE ONE SYSTEM; Premier can help you with your fireworks needs. Our experienced staff can help you design a show to fit your site and budget while maintaining aerial artistic integrity and safety. Premier's product line consists of only the finest domestic and imported shells. We can make your show bigger and better. If you would like to view the aerial beauty of Premier's shells or brush up on shooter safety you and your team are welcome to attend one of Premier's product demos.

Premier leads the industry in training and safety; In 2004 Premier was proud to have trained our 10,000 student from our training program. Please check out our shooter schools, training seminars and product demos on our web page at www.premierpyro.com come see for yourself the variety and unmatched quality of are shells at one of the demos close to you.

Premier offers the best and most affordable insurance in the industry, we offer a two and a five million dollar policy. **Shipping,** we go the extra mile to reduce shipping cost to a minimum; usually a fraction of what other companies charge, and if possible free. The simple fact of the matter is the less your spending on insurance and shipping the more of your budget is in the sky!

AS a bonus Premier will add 10% more product to your show if paid in full by APRIL 1st.

We at Premier bring you **Service, Quality and Variety** that are second to none in the industry. Regardless if your town shoots there own show or Premier comes in and does it for you, we supply all the equipment you need free of charge.

Please feel free to contact me at 605-660-2400 or 605-665-4482 any time, for any reason.
Your future show is limited only by the imagination.

SINCERELY,


JEFF KOSTER

Premier Pyrotechnics, Inc.

Midwest Sales Office (605) 665-4482
305 Lewis & Clark Trail
Yankton, SD 57078

Corporate Office Toll Free (888) 647 6863
Richland M.O.

Sales Order

Premier Pyrotechnics, Inc.

25255 Highway K
Richland, MO 65556
(417) 453-6765

Order Number: 0004824

Order Date: 3/17/2008
Salesperson: JK
Customer Number: 12-0000118

Confirm To:
Tracy Davis

Ship VIA

Sold To:
Rapid City
Accts Payable
300 6th Street
Rapid City, SD 57701

Display / Ship To Location:
Rapid City
Accts Payable
300 6th Street
Rapid City, SD 57701

Show Type	Show Date	Terms	Customer P.O.	Ship VIA
Turnkey	07/04/2008	Due 10 Days Follow		

Item Description	Ordered	Shot Count	Ext Amount
Display Charges FIREWORKS DISPLAY	1		16,000.00
Net Order:			16,000.00
Sales Tax:			0.00
Order Total:			16,000.00

Thanks for your business!!!