



## CANYON DEL ORO HIGH SCHOOL

Paul DeWeerd, Principal  
Donald Enright, Assistant Principal  
Patricia Harris, Assistant Principal  
Brice Menaugh, Assistant Principal

25 W. Calle Concordia, Oro Valley, AZ 85704 ♦ (520) 696-5560 ♦ FAX (520) 696-5590

### GOVERNING BOARD MEMBERS

Susan Zibrat  
President

Deanna M. Day, M.Ed.  
Vice President

Kent Paul Barrabee, Ph.D.

Julie Cozad, M.Ed.

Jo Grant

SUPERINTENDENT  
Patrick Nelson

## MEMORANDUM

TO: Mr. Patrick Nelson  
Superintendent

FROM: Paul DeWeerd

DATE: September 12, 2014

SUBJECT: 2014 Homecoming Fireworks Display

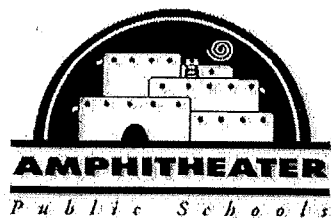
I am recommending that the Student Government of CDO High School be given approval from Amphitheater School District for their proposed fireworks display on October 24, 2014. I recommend this, however, with the contingencies that all approval requirements are obtained, legally sound, and all safety regulations are strictly met.

Thank you for your consideration.

CC: Monica Nelson

# CANYON DEL ORO HIGH SCHOOL

Paul DeWeerd, Principal  
Donald Enright, Assistant Principal  
Patricia Harris, Assistant Principal  
Brice Menaugh, Assistant Principal



25 W. Calle Concordia, Oro Valley, AZ 85704 ♦ (520) 696-5560 ♦ FAX (520) 696-5590

## GOVERNING BOARD MEMBERS

Susan Zibrat  
President

Deanna M. Day, M.Ed.  
Vice President

Kent Paul Barrabee, Ph.D.

Julie Cozad, M.Ed.

Jo Grant

SUPERINTENDENT  
Patrick Nelson

September 11, 2014  
Officer Beauchamp  
Canyon del Oro High School  
25 W. Calle Concordia  
Oro Valley, AZ 85704

Dear Officer Beauchamp:

As the Senior Class President at Canyon del Oro High School, I would like to submit this proposal to you to request permission from the Oro Valley Fire Marshall and the Oro Valley Police Department to set off fireworks at CDO's 2014 Homecoming Game.

1. The fireworks company to be used is:  
Fireworks Productions of Arizona, Ltd., 17034 S. 54<sup>th</sup> St., Chandler, AZ 85226 (480) 948-0090 Fax #480-423-5430 Toll free # 877-948-0090 e-mail: info@fireworksaz.com
2. We request fire coverage for the entire procedure and inspection of the grounds if necessary.
3. We are aware of the regulations in Chapter 9.04 regarding the use of fireworks in Arizona.
4. The fireworks display will take place before, during and after the Homecoming football game on Friday, October 24, 2014, from approximately 7:00-9:00 p.m. from the baseball field (located directly north of the football field).

This will be the 6th year for fireworks during Homecoming and the 21st year for fireworks at CDO in general. Last year's fireworks went well and added a very nice touch to our Homecoming festivities.

I ask that you strongly consider this proposal. If you have any questions or concerns, please feel free to call us at 696-5654 and leave a message Mrs. Quinn, our Student Government Advisor. We would be happy to meet with you to discuss this proposal. Thank you for your time.

Sincerely,

Andrea Gauthier  
Senior Class President

Fireworks Productions of Arizona  
17034 S. 54<sup>th</sup> Street  
Chandler, AZ 85226-4118  
Office 480-948-0090 ~ Fax 480-423-5430

## FIREWORKS DISPLAY CONTRACT

This fireworks display contract is between FPA, Ltd. an Arizona Corporation DBA Fireworks Productions of Arizona ("FPA"), and the Canyon Del Oro High School.

FPA is in the business of selling and displaying fireworks, and Canyon Del Oro High School wants FPA to provide a fireworks display for Canyon Del Oro High School's benefit. The parties therefore agree as follows:

1. **The Display.** FPA will provide and exhibit fireworks for a football game on Friday, October 24, 2014. The game will begin at approximately 7:00pm, and will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** Canyon Del Oro High School will pay FPA the sum of \$1,450.00 (the "Contract Price") as consideration for the fireworks display. Payment will be made as follows:
  - a. Purchase Order in the full amount of the Contract Price due with the signed contract by **October 02, 2014**;
  - b. 100% of the Contract Price within twenty days after the completion of the Fireworks Display.

Canyon Del Oro High School agrees to pay interest at the rate of 2% per month on any delinquent balance until the debt is paid in full. In the event that Canyon Del Oro High School fails to perform its obligations and responsibilities pursuant to this contract and it becomes necessary for FPA to enforce its rights by hiring an attorney, Canyon Del Oro High School will be responsible for, in addition to any other sums for which it is found responsible, all attorney fees and costs incurred by FPA in collecting said sums.

3. **Permits.** FPA will advise Canyon Del Oro High School of all applicable state and federal permits that must be secured in connection with the fireworks display. FPA will apply for and secure, at Canyon Del Oro High School's cost (included in contract price as stated in paragraph two), all permits, licenses, and approvals required by all applicable local, state, or federal laws and regulations as well as any imposed or required by local police or fire departments specific to the fireworks display. If a jurisdiction denies a permit, for any reason, FPA will be released from the terms of this contract and the deposit, minus "Actual Expenses" incurred, will be refunded or credited to Canyon Del Oro High School.

4. **Insurance.** FPA shall secure and maintain, at all times during the term of this contract a policy or policies of insurance known as: (1) Commercial General Liability in the amount of \$10,000,000. (2) Business Automobile Liability in the amount of \$10,000,000. (3) Worker's Compensation ("Industrial Insurance") in the amount of \$9,500,000.
5. **Display Site.** Canyon Del Oro High School will procure and furnish a place suitable to FPA for the fireworks display. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site. "Display Site" means the discharge site, the fallout site, and the required separation distance from mortars to the spectator viewing areas in compliance with the most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display.
6. **Security.** Canyon Del Oro High School will furnish all necessary materials for and will set up restraining lines pursuant to instructions supplied by FPA and in compliance with most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display. Canyon Del Oro High School will hire and provide, at its own cost and expense, adequate private or public security personnel to ensure that no vehicles are parked within the Display Site and that no individuals, other than those specifically authorized by FPA, enter the Display Site. The security personnel will remain on the perimeter of the Display Site and will not enter the Display Site before, during, or immediately following the fireworks display.
7. **Cleanup of Display Area.** Following the display, FPA will be responsible for cleanup of all boxes and equipment and policing of the display area including the removal of all unexploded fireworks, removal of frames, lumber and the refilling of holes.
8. **Weather or Safety Cancellation.** If FPA or the Authority Having Jurisdiction (AHJ) determines that display of fireworks on the date and at the time set forth in paragraph one (the "Original Date") would be impossible or impractical because of inclement weather or safety concerns, the display will be canceled. Canyon Del Oro High School will pay FPA, its "Actual Expenses" related to preparation for the unsuccessful displays on the Original Date. "Actual Expenses" shall include expenses for travel, lodging, labor, meals, rentals, permits, setup and dismantling of the display, and any other expenses related to the unsuccessful attempts to present the display on the Original Date.
9. **Cancellation.** The parties acknowledge that, if Canyon Del Oro High School cancels this contract, FPA will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. In the event that Canyon Del Oro High School does cancel this contract, therefore, FPA will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:
  - a. If cancellation occurs more than 30 days before the Original Date, an amount equal to 10% of the Contract Price;

- b. If cancellation occurs no more than 30 days and no less than 1 days before the Original Date, an amount equal to 50% of the Contract Price;
- c. On or after the Original Date, an amount equal to 100% of the Contract Price.

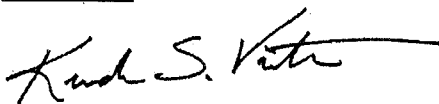
**10. Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.

**11. Acts of God.** In the event of fire, accident, strike, act of God, terrorism or other causes beyond the reasonable control of either party that prevent performance of either or both parties' obligations under this contract (other than inclement weather or safety concerns as described in paragraph eight) each party hereby releases the other from any and all obligations hereunder, except for liabilities that may have already accrued to such time.

**12. Indemnifications Liability.** Each party will hold harmless and indemnify the other from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of the indemnifying party to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. Neither party shall, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special or punitive damages from the other party, including, without limitation, loss of income or profits.

**13. Whole Agreement.** This written contract, including Exhibit A, is the entire agreement between the parties. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written contract will be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by both parties.

FPA, Ltd.



(Authorized Signature)

Title: Pyro Production Manager

Date: August 27, 2014

Canyon Del Oro High School



(Authorized Signature)

Title: STUGO ADVISOR

Date: 9/11/14