

# IRONWOOD RIDGE HIGH SCHOOL

Natalie Burnett, Principal  
Terri Amonson, Assistant Principal  
Brent Spencer, Assistant Principal  
Tony Jacobsen, Assistant Principal  
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SUPERINTENDENT  
Patrick Nelson

TO: Mr. Patrick Nelson  
Superintendent

FROM: Natalie Burnett  
IRHS Principal

DATE: August 22, 2016

SUBJECT: 2016 Homecoming Fireworks Display

Oro Valley IRHS School Resource Officer, Anthony Castiglia, will coordinate efforts between the Golder Ranch Fire Department, the fireworks vendor, and Ironwood Ridge High School.

I am recommending that Ironwood Ridge High School Student Government be given approval from Amphitheater School District for their proposed fireworks display on September 30, 2016. 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.

Natalie A. Burnett  
IRHS Principal

CC: Monica Nelson, Assistant Superintendent

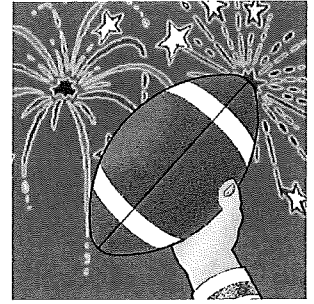


**IRONWOOD RIDGE HIGH SCHOOL**  
**Oro Valley**

**Friday, September 30, 2016**

**Homecoming Game**

**Total Aerial Effects 78**



Ironwood Ridge High School's Homecoming will contain a multitude of fantastic shells in beautiful colors to celebrate this year's homecoming and Royal Court.

**Aerial Display:**

*A large assortment of brilliantly-colored shells, including Chrysanthemums, Crowns, Peonies and Diadems in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.*

Your Aerial Display will contain a total of **78** aerial shells shot during the exciting moments of the evening to electrify the home crowd and celebrate the Nighthawks' victories.

**2.5" - 78 Chinese Fancy's & Specials**

**Skyline High School's show to consist of:**

**TEAM INTRO: 7 - 2.5" Aerial Shells**

**NATIONAL ANTHEM: 3 - 2.5" Aerial Shells ("Rockets Red Glare")**

**3 - 2.5" Aerial Shells ("Bombs Bursting in Air")**

**7 - 2.5" Aerial Shells (End of Anthem)**

**SCORE SHELLS: 3 - 2.5" Aerial Shells each Touchdown or Field Goal (**30** Total)**

**KING & QUEEN (HALFTIME): 14 - 2.5" Aerial Shells**

**TEAM INTRO AT END OF HALF-TIME: 7 - 2.5" Aerial Shells**

**END OF GAME: 7 - 2.5" Aerial Shells**

**(All Remaining Score Shells shot at end game)**

Fireworks Productions of Arizona  
17034 S. 54th St.  
Chandler, AZ 85226  
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 Ironwood Ridge High School.

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

1. **The Display.** FPA will provide and exhibit fireworks for a display on Friday, September 30, 2016. The display will begin at approximately 7:00 pm and will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** Ironwood Ridge High School will pay FPA the sum of \$1,065.00 (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 upon the signing of this contract and no later than **Friday, August 26, 2016**;
  - b. 100% of the Contract Price within twenty days after the completion of the Fireworks Display.

Ironwood Ridge 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 Ironwood Ridge 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, Ironwood Ridge 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 Ironwood Ridge High School of the applicable state and federal permits that must be secured in connection specifically to the fireworks display. FPA will apply for and secure, at Ironwood Ridge High School's cost (included in contract price as stated in paragraph two), the permits, licenses, and approvals required by local, state, or federal laws and regulations as well as those possibly imposed or required by local police or fire departments specific to the fireworks display. If the jurisdiction requires an additional Special Events permit, the securing of and payment for, will be the responsibility of Ironwood Ridge High School. If a jurisdiction changes the cost of the permit fee or requires additional fees after the signing of the Display Contract, Ironwood Ridge High School will bear the responsibility of the additional costs. 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 Ironwood Ridge 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. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

5. **Display Site.** Ironwood Ridge 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.** Ironwood Ridge 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. Ironwood Ridge 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 and lumber. Any additional clean-up required by the venue will be the responsibility of Ironwood Ridge High School.
8. **Weather or Safety Cancellation.** FPA or the Authority Having Jurisdiction (AHJ) may determine that the time or length of the display of fireworks may need adjustment based on wind/weather/safety conditions. 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. Ironwood Ridge 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 Ironwood Ridge 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 Ironwood Ridge 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 and 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 Planning Specialist

Date: August 11, 2016

Ironwood Ridge High School



\_\_\_\_\_  
(Authorized Signature)

Title: Assistant Principal

Date: 8/16/16



# Fireworks Productions of Arizona

17034 S. 54<sup>th</sup> St.  
Chandler, AZ 85226

lori@fireworksaz.com  
Phone # (480) 948-0090 / Fax # (480) 423-5430

## P.O. Quote

DATE	Invoice #
8/11/2016	8073

<u>CUSTOMER</u>
<p><b>IRONWOOD RIDGE HIGH SCHOOL</b> 2475 W. Naranja Dr. Oro Valley, AZ 85742</p>

<u>PURCHASE ORDER #</u>	<u>TERMS</u>	<u>P.O. DUE DATE</u>	<u>SHOW DATE (S)</u>	<u>DETAILS</u>
	P.O./Net 20	8/26/2016	9/30/2016	Homecoming Fireworks
<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>	
<p>Fireworks Display 1.3G @ Ironwood Ridge High School - Homecoming SALES TAX INCLUDED</p> <p>***Please provide a Purchase Order for the complete amount. Payment will be billed Net 20 from day of the display. Thank you.</p> <p>*** <u>P.O. DUE DATE</u> reflects date Fire Department permit must be submitted. P.O. must be on file to facilitate submission.</p>		<p>\$1,065.00 6.3%</p>	<p>\$1,065.00 00.00</p>	

<b>We Appreciate Your Business!</b>	<b>Total:           \$1,065.00</b>
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Accounts not paid by the due date may be charged a monthly service charge of 2 percent or the maximum allowed by law