



# CANYON DEL ORO HIGH SCHOOL

**Tara Bulleigh, Principal**

Marco Dominguez, Assistant Principal

Amanda Magelli, Assistant Principal

Brent Spencer, Assistant Principal

25 W. Calle Concordia., Oro Valley, AZ 85704

(520) 696-5560 • FAX (520) 696-5590

701 W. Wetmore Road • Tucson, AZ 85705 • (520) 696-5000 • [www.amphi.com](http://www.amphi.com)

GOVERNING BOARD MEMBERS

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President

Vicki Cox Golder  
Vice President

Scott K. Baker, Ph.D.

Matthew A. Kopec

Susan Zibrat

SUPERINTENDENT

Todd A. Jaeger, J.D.

September 8, 2023

Matt Munger  
Amphitheater School District  
701 W Wetmore Rd  
Tucson, AZ 85705

Dear Mr. Munger,

As the Student Body President and Vice President at Canyon Del Oro, we would like to submit this proposal to you to request permission from the Amphitheater School District Governing Board, Oro Valley Fire Marshall, and the Oro Valley Police Department to set off fireworks at Canyon Del Oro's 2023 Homecoming Celebration on October 27<sup>th</sup>, 2023.

1. The fireworks company to be used is Fireworks Production of Arizona, Ltd. Their mailing address is 17034 S. 54<sup>th</sup> St., Chandler, AZ85226 Phone: (480) 948-0090 Fax #480-423-5430 Toll free # 877-948-0090 E-mail: [info@fireworksaz.com](mailto: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 throughout the game and at halftime from the football practice fields directly west of the football fields.

We think they would be a wonderful addition to the celebration and hope to continue this tradition. We ask that you strongly consider this proposal. If you have any questions or concerns, please feel free to call us at 520-696-5566 and leave a message with Ms. Karri Johnson in Mrs. Bulleigh's office or 520-696-5620 which is Mrs. Felix's classroom phone. We would be happy to meet with you and discuss this proposal. Thank you for your time.

Sincerely,

Liam DaDeppo  
Student Body President

Liana Felix  
Student Body Vice President

Amphitheater High • Canyon del Oro High • Ironwood Ridge High  
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School  
Copper Creek Elementary • Donaldson Elementary • Harelson Elementary • Holaway Elementary • Innovation Academy • Keeling Elementary  
Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center • Amphi Academy Online

Amphitheater Unified School District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's non-discrimination policies are handled at 701 W. Wetmore Road, Tucson, Arizona 85705 by the Equity & Safety Compliance Officer and Title IX Coordinator, (520) 696-5164, [TitleIXCoordinator@amphi.com](mailto:TitleIXCoordinator@amphi.com), or the Executive Director of Student Services, (520) 696-5230, [studentservices@amphi.com](mailto:studentservices@amphi.com).

Fireworks Productions of Arizona  
17034 S. 54th St.  
Chandler, AZ 85226  
Office 480-948-0090 ~ Fax 480-423-5430  
E-mail: info@fireworksaz.com

## FIREWORKS DISPLAY CONTRACT

This fireworks display contract is between FPA, Ltd. an Arizona Corporation DBA Fireworks Productions of Arizona ('FPA'), and 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 display on Friday, October 27, 2023. The display will begin at approximately 6:45 pm; the display 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 \$1,685.00 (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 by no later **Friday, September 22, 2023**;
  - b. Signed Contract by no later than **Friday, September 22, 2023**;
  - c. The balance of the Contract Price within thirty 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 the applicable state and federal permits that must be secured in connection specifically to 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), 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 Canyon Del Oro High School. If a jurisdiction changes the cost of the permit fee or requires additional fees after the signing of the Display Contract, Canyon Del Oro 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 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 \$5,000,000. (3) Worker's Compensation (Industrial Insurance) in the amount of \$1,000,000. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

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. Canyon Del Oro High School will insure that the ground of the Display Site is dry prior to set-up of the fireworks and that there will be no sprinklers or irrigation prior to or during the Display and not until after tear-down of the Display Site is complete.
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 and lumber. Any additional clean-up required by the venue will be the responsibility of Canyon Del Oro 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. 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. **Interruption and Continuation of the Fireworks Display.** There are instances or situations where a fireworks display may require to be interrupted due to safety, weather or equipment damage due to debris or fire. If repairs can be effected or the situation passes, Canyon Del Oro High School has the option to continue or cancel the remainder of the display. Regardless of continuation or cancellation Canyon Del Oro High School will not be refunded any portion of the Contract Price if the display can safely continue. In the event the display begins but is halted due to wind, weather or safety conditions, FPA will refund or credit Canyon Del Oro High School the applicable deposit minus "Actual Expenses" incurred. Actual Expenses includes the cost and taxes on the fireworks provided prior to the stopping of the display. In the event a product fails to function (here to be classified as a Dud), Canyon Del Oro High School will be entitled to a refund or credit of that individual product's purchase price, plus tax, only.
10. **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.
11. **Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.
12. **Force Majeure.** In the event of natural disasters or "acts of God;" manmade disasters; war and civil issues; labor disputes or strikes; government embargoes or other government actions affecting the supply chain; and/or transportation issues such as overseas shipping, domestic shipping (trucking, rail) and/or port delays, 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, recognized as "Actual Expenses" (including but not limited to permit fees, vehicle rental and/or loading and packing labor) that may have already accrued to such time. FPA submits this contract based on planned costs and display size. The size and/or the cost of the display may be re-proposed based on product availability or cost adjustments. FPA submits this contract in good faith, planning to provide communication on any changes in a timely manner.
13. **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.
14. **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: September 5, 2023

Canyon Del Oro High School



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

Title: STUGO Advisor

Date: 9/8/23



# 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

## Invoice

DATE	Invoice #
9/5/2023	3156

### CUSTOMER

**CANYON DEL ORO BOOKSTORE**  
25 W. Calle Concordia  
Tucson, AZ 85737

PURCHASE ORDER #	TERMS	DUE DATE	SHOW DATE (S)	DETAILS
	P.O./Net 30	9/22/2023	10/27/2023	Homecoming Fireworks
DESCRIPTION		QUANTITY	RATE	AMOUNT
Fireworks Display 1.3G @ Canyon Del Oro High School - Homecoming			\$1,685.00	\$1,685.00
SALES TAX INCLUDED			6.3%	0.00
***Please provide a Purchase Order for the complete amount. Payment will be billed Net 30 from day of the display. Thank you.				

<b>We Appreciate Your Business!</b>	<b>Total: \$1,685.00</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