RESOLUTION 89-19

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND PYROTECNICO FIREWORKS INC.

WHEREAS, Pyrotecnico Fireworks Inc. and the Borough of Clayton have agreed to enter into an Agreement for Clayton Day Fireworks; and

Now, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

- 1. That the governing body does hereby approve the attached Agreement between Pyrotecnico Fireworks Inc. and the Borough of Clayton.
- Donna Nestore, CFO, for the Borough of Clayton certifies the above referenced contract funding is available through Donation for Clayton Day Fireworks \$11,000.00.
- 3. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on March 28, 2019.

BOROUGH OF CLAYTON

THOMAS BIANCO, Mayor

Attest:

CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, March 28, 2019.

Christine Dewzond
CHRISTINE NEWCOMB, Borough Clerk

FIREWORKS DISPLAY CONTRACT

THIS CONTRACT ("Contract") is made this <u>18th</u> day of <u>Musch</u>, 2019, by and between Pyrotecnico Fireworks, Inc. ("Pyrotecnico") and the Borough of Clayton ("Clayton").

WHEREAS, the parties hereto desire that Pyrotecnico provide a fireworks exhibition and display for Clayton under such terms and conditions as provided herein;

NOW, THEREFORE, the parties agree as follows:

1. Fireworks Display

Pyrotecnico shall exhibit and display certain fireworks on June 8, 2019 (Rain Date: June 9, 2019) in accordance with the program set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein as Exhibit A (the "Fireworks Display"). Pyrotecnico reserves the right to substitute products of equal or greater value.

2. Payment Schedule

For and in consideration of the Fireworks Display, Clayton agrees to pay Pyrotecnico the contract price of \$11,000.00 (the "Contract Price") paid as follows: (a) 50% of the Contract Price due upon the signing of this Contract; (b) the balance of the Contract Price due within ten (10) days of completion of Fireworks Display.

Clayton agrees to pay interest at the rate of 1½ % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by check payable to Pyrotecnico and delivered to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event Clayton fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney or third party, Clayton shall be responsible for all fees and costs incurred by Pyrotecnico to collect said sums.

3. Display Responsibilities

A. Collaboration. Pyrotecnico and Clayton will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to: (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"); (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"), with Clayton responsible for the payment of all governmental fees and expenses imposed or applied to this exhibition including any fees or expenses incurred after the signing and execution of contract for said show; (iii) providing adequate private and/or public security, police and fire protection; (d) securing an acceptable location with private and/or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the Fireworks Display); (e) securing adequate protection to preclude all individuals, other than those authorized by Pyrotecnico, from entering

the security area designated by Pyrotecnico; (f) removing and keeping unauthorized persons, as well as personal or real property of any kind, including, without limitation, motor vehicles, outside of the area designated by Pyrotecnico as the Display Site, fallout area or safe zone. Pyrotecnico and Clayton shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

B. Display Site Policing and Cleanup. Pyrotecnico shall be responsible for policing the fireworks display and searching for and disposing of unfired and/or unexploded fireworks as soon as possible but not more than twenty-four (24) hours after the fireworks display.

4. Crediting

Clayton agrees to credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within Clayton's authority.

5. Hold Harmless and Insurance

Pyrotecnico shall execute and deliver to Clayton the "Fireworks Display Hold Harmless Agreement Between the Borough of Clayton and Pyrotecnico Fireworks, Inc." attached as Exhibit B and agrees to provide Certificates of Insurance naming Clayton as an additional insured and in the coverage amounts set forth therein.

6. Postponement

In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. If the parties agree to a new scheduled date, then Sponsor shall pay twenty-five percent (25%) of the contract price for expenses Pyrotecnico has incurred. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Pyrotecnico a sum equal to seventy-five percent (75%) of the Contract Price as liquidated damages. All postponed shows must be rescheduled and completed within twelve (12) months from the date in which they were originally scheduled.

7. Scripted Show and Music Soundtracks

Clayton agrees to complete and return signed contract to Pyrotecnico, a minimum of 40 days in advance of show date, for displays designated as "scripted" exhibitions. Furthermore, Clayton agrees to either provide music soundtrack or approve soundtrack created by Pyrotecnico, a minimum of 30 days in advance of show date. If Clayton fails to complete either option, then Pyrotecnico in its sole discretion, reserves the right to complete soundtrack without prior approval from Clayton. Scripting process will be completed based on the soundtrack completed by Pyrotecnico.

8. Miscellaneous

- A. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the Parties hereto.
- **B.** Supplements. The Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.
- **C. Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or any of them, of any right which is not explicitly waived herein.
- **D.** Amendments. This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.
- **E.** Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- **F.** Successors/Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and approved assigns.
- **G. Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received three (3) business days after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at their following respective addresses or at such other addresses as each Party may hereafter designate to the other Parties in writing:

If to Clayton:

Thomas Bianco, Mayor Borough of Clayton Clayton Municipal Building 125 N. Delsea Drive Clayton, NJ 08312

Phone: (856) 881-2882

Email: tbianco@claytonnj.com

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Name:
Title:
Pyrotecnico Fireworks, Inc.
P.O. Box 149
New Castle, PA 16103
Phone: (724) 652-9555

Email: rflowers@pyrotecnico.com

- **H.** No Personal Liability. No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Parties, and neither the officers, agents or employees of the Parties nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.
- I. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.
- **J. Venue.** In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Gloucester County, New Jersey, and of the federal courts located in the United States District Court for the District of New Jersey.
- **K.** Legal Construction. If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.
 - L. Counterparts. This Agreement, and any other documents required

hereunder, may be executed in counterparts, including by facsimile or electronic form, which together shall be considered an original document.

- M. Representation by Counsel. Each party to this Agreement stipulates that it has been represented by and has relied upon the counsel of its choice in the negotiations for the preparation of this Agreement, and that each has read this Agreement and has had its contents and effect fully explained by such counsel and is fully aware of and understands all of its terms and the legal consequences thereof, or has had the opportunity to do so. It is acknowledged that the parties to this Agreement have mutually participated in the preparation of this Agreement, and it is agreed that no provision in this Agreement shall be construed against any party by virtue of the activities of that party or its attorneys.
- N. Further Assurances. In addition to the obligations expressly required to be performed hereunder, each of the parties to this Agreement agrees to cooperate with each other and to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as the other party may reasonably request and as shall be necessary in order to fulfill the spirit and intent of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials as of the day and year first written above.

ATTEST:		Borough of Clayton	
Christine Dewromb	By:	<i>S</i>	
		Thomas Bianco, Mayor	
ATTEST:		Pyrotecnico Fireworks, Inc.	
	By:	Name:	
		Title:	

EXHIBIT A

Fireworks Exhibition and Display Program

EXHIBIT B

FIREWORKS DISPLAY HOLD HARMLESS AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND PYROTECNICO FIREWORKS, INC.

- 1. Pyrotecnico Fireworks, Inc. agrees to release, indemnify and hold harmless the Borough of Clayton of from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.
- 2. Pyrotecnico Fireworks, Inc. has furnished Certificates of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: at Statutory limits including Employers

Liability at minimum limits of \$500,000.

General Liability: limits of \$1,000,000 per occurrence combined single limit for bodily injury

and property damage with at least \$2,000,000 general aggregate.

Contractual liability must be included.

Automobile Liability: limits of \$1,000,000 per occurrence combined single limit for bodily injury

and property damage with no aggregate.

Umbrella Liability: limits of \$1,000,000.

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event:

fireworks exhibition and display

Date:

June 8, 2019 (Rain Date: June 9, 2019)

Rain Date:

ATTEST:		Pyrotecnico Fireworks, Inc.	
	Ву:	Name: Title:	



FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between Pyrotecnico Fireworks Inc. ("Pyrotecnico") and **Borough of Clayton** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	June 8, 2019
Rain Date(s) of Show (if negotiated):	June 9, 2019
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$11,000.00
Pre-Show Advance:	\$5,500.00
Pre-Show Advance Due Date:	Upon Signing
Payment Terms:	Net 10
Postponement Fee:	\$2,750.00
Cancellation Fee:	\$8,250.00

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, <a href="Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show,
- securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- D) unless otherwise specified by Pyrotecnico the Sponsor is solely responsible for securing adequate protection (via private or public security, police and fire protection, as may be appropriate) to prevent all motor vehicles and individuals, other than those authorized by Pyrotecnico, from entering the security area (display site, fallout area and safe zone) designated by Pyrotecnico.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

Pyrotecnico Fireworks	Display Agreement 201
Sponsor Initials:	

SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. If Sponsor is not the owner of the property being used by Pyrotecnico as the show site (shooting location), Sponsor further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

Pyrotecnico Fireworks	Display	Agreement	2018
Sponsor Initials:			

MISCELLANEOUS

- For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO:	SPONSOR:		
By (sign):	By (sign)_:		
Name:	Name: Tom Bianco		
Title:	Title: Mayor		
Date:	Date: 3128/19		
Address: PO Box 149	Address:		
	New Castle PA 16103		
Phone: <u>(724) 652-9555</u>	Phone:		
Email: contracts@pyrotecnico.com	Email: :		

Sponsor Initials:



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.

If a section is not applicable, please write n/a in that section.

PLEASE RETURN THIS COMPLETED FORM TO FAX: +1.724.652.1288

EMAIL: XX@pyrotecnico.com

Pyrotecnico Fire	vorks Display	Agreement	2018
Sponsor Initials:			