



UNT SYSTEM™

Office of Finance



CONTRACT SUMMARY

Contract Name: Illumination 243449

Contract Number: 2021-529

Entity: University of North Texas

Department: Athletics

Dollar Value of Purchase: 30,000.00

Total Cumulative Value: 91,731.48 USD

Summary of Purchase: Game Day Pyrotechnics

ENDORSEMENTS:

Office of General Counsel: Step Skipped

UNT System Chief Procurement Officer: Step Skipped

Campus Chief Financial Officer: Step Skipped

UNT System Chief Financial Officer: Step Skipped



1605 Crescent Circle, Suite 200, Carrollton, Texas 75006
Phone: 972-245-7976 | Fax: 972-245-7977 | IlluminationFireworks.com

TCM Contract # 2021-529 FIREWORKS DISPLAY CONTRACT

This contract shall be effective the later of the dates signed below, by and between Illumination Fireworks Partners, LP (herein, "Illumination") and

Individual/Organization (herein, "Client"): University of North Texas

Contact Name (if different from above): [REDACTED]

Mailing Address: 1155 Union Circle #311397 Denton Texas 76205

Email Address: [REDACTED] Phone [REDACTED]

Billing Contact Name: [REDACTED]

Billing Address: 1133 Union Circle #311397 Denton Texas 76205

Billing Email Address [REDACTED] Billing Phone: [REDACTED]

This contract engages the services of Illumination under the following terms:

1. PAYMENT TERMS:

Payment(s) shall be made by check or certified funds. Client agrees to pay Net 30 after each home game. ~~Upon signing this Contract, Client shall pay a deposit; the deposit amount shall be 50% of the total contract amount including known applicable fees. The deposit must be received to guarantee the date. The remaining balance must be paid no less than (14) calendar days prior to the event date.~~ All invoices are based on a cash discount, credit cards are subject to convenience fees. Remaining balance for each event shall be payable per Chapter 2251 of the Texas Government Code as written in the attached Standard Addendum to Agreement signed by both parties.

2. FEES & COSTS:

The Client is responsible for all fees and costs associated with the acquisition of state and local permits, police, fire, and other appropriate protection necessary for proper crowd control, safety, and security during the event.

3. INSURANCE:

Illumination shall provide general liability insurance in the amount of \$10,000,000 naming the Client, property owner, and permitting jurisdiction as additional insured.

4. MUSIC & MARKETING:

In the event music is played during the event, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by Client, Illumination reserves the right use the production for promotional use, including but limited to the capturing of video and photographs at any time or place during the event.

Client Initials: [REDACTED]

Illumination Initials: [REDACTED]



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5. HOLD HARMLESS:

The Client agrees to hold harmless and indemnify Illumination for any and all costs and liabilities, which may be incurred as a result of the failure of the Client to comply with its obligations and responsibilities under this contract, or the actions of individuals other than the pyrotechnicians or employees of Illumination. The Client shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Illumination, including, without limitation, loss of income, business or profits.

6. FORCE MAJEURE:

Illumination shall make every effort to fulfill its obligations under this contract. Illumination shall not be liable in the event of strike, lockout, act of God, accident, or other circumstance beyond its control.

7. TERMS AND CONDITIONS:

This Contract shall be governed by laws of the State of Texas. A court of competent jurisdiction within Denton County, Texas shall be the venue for any dispute. If any provision of this agreement is deemed unenforceable, the remaining provisions hereof shall remain in full force and effect. The Client shall pay to Illumination all costs and expenses, including reasonable attorney's fees, incurred by Illumination in enforcing the terms of this Contract.

8. ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral or written. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract; any and all modifications to these terms shall be made in writing and become part of the agreement in its entirety.

Client Initials: _____



Illumination Initials: _____





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9. POSTPONEMENT:

Illumination will strive to execute the display as planned. At the discretion of Illumination, the display may be postponed due to inclement weather or other circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, the Client may reschedule the display to a mutually agreed upon alternate date within two (2) months of the original date. If the display is not rescheduled it shall be subject to cancellation. The client shall be responsible for the reasonably incurred, direct costs of executing the display on the alternate date. Direct costs may include transportation, labor, and permit fees, and shall not exceed 20% of contract amount plus applicable government fees. Subsequent postponements, if necessary, shall be subject to the same conditions.

10. CANCELLATION:

If the Client elects to cancel the display thirty (30) or more days prior to the display date, the Client shall pay Illumination 50% of the total contract amount plus incurred governmental fees. If the Client cancels the display less than thirty (30) prior to the display date, the Client shall pay Illumination 75% of the total contract amount plus incurred governmental fees. If the client cancels less than 14 days prior to display date the client is responsible for 100% of total contract. If the Client elects not to reschedule a postponed display within two (2) months of the originally scheduled date, the Client shall pay Illumination 100% of the total contract amount plus incurred governmental fees.

11. WORKFLOW:


Illumination shall provide qualified pyrotechnicians who will deliver, set-up, execute, and dismantle the fireworks display in adherence with NFPA 1123 as adopted by the State of Texas. The Client shall allow sufficient time for Illumination to access and safely set up the display. Upon request by Illumination, Client shall provide a means of transporting product and/or equipment to the shoot site if the terrain is not suitable for passage by truck. The Client shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the display product and equipment. Following the display, Illumination shall remove all equipment including firing systems, mortar racks, and launching tubes. Fireworks may normally produce a reasonable amount of fallout debris, removal of fallout debris shall be the responsibility of the Client.


12. SAFETY & SECURITY:

The Client agrees to cooperate with requests of Illumination regarding the safety and security of the display. In the event such requests are not resolved, Illumination reserves the right to withdraw all equipment, fireworks, employees, personnel, and other property without refund. For safety, the Client acknowledges that no pyrotechnics or fireworks, except for those used in the display, including sparklers, shall be distributed, ignited, or possessed at the event. The Client shall be responsible for preventing unauthorized access to the shoot site during the set-up, firing, and dismantling of the display. Illumination reserves the right to stop the display if unauthorized persons enter the secured fallout area. Following the display, Illumination will conduct a search to locate and dispose of any unexploded fireworks. Should the Client become aware of any hazards resulting from the display, including unexploded fireworks, Illumination shall be immediately notified.

13. MODIFICATIONS:

Illumination reserves the right to substitute pyrotechnic products, both in size and type, for those of an equal or higher value based upon product availability, display site safety requirements, and overall show design.

Client Initials: 

Illumination Initials: 



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14. DISPLAY DATE & BUDGET:

This addendum can be used for up to five (5) fireworks displays.

Display Date(s):	See section 15 below	_____	_____	_____	_____	_____
Rain Date(s):	_____	_____	_____	_____	_____	_____
Display Cost(s):	_____	_____	_____	_____	_____	_____
Permit Fee(s):	_____	_____	_____	_____	_____	_____
Total Cost(s):	_____	_____	_____	_____	_____	_____

Permit fees are estimated based on best available information. Client acknowledges that permit fees are subject to change by governmental agencies and beyond the control of Illumination. Further, Client is responsible for all permit fees including those incurred following the signing or execution of this contract.

Deposit Amount(s):	Payments via PO terms	_____	_____	_____	_____	_____
Deposit Due Date(s):	Payments via PO terms	_____	_____	_____	_____	_____
Final Payment Amount(s):	Payments via PO terms	_____	_____	_____	_____	_____
Final Payment Due Date(s):	Payments via PO terms	_____	_____	_____	_____	_____

15. DISPLAY SPECIFICATIONS:

Display Description:	<p>Illumination will provide the following effects for each of UNT's 2021 home games on the following dates : 9/4, 9/18, 10/15, 10/23, 11/13, 11/27</p> <p>(2) Horizontal Flame & Cryo Trusses (including 3 flame units, and 3 cryo jets each) Pregame Pyro National Anthem Pyro</p> <p>Illumination will provide the following effects for UNT's Senior Game only: (36) 1s x 35' Quick shot gerbs</p>
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Display Location: 1251 S Bonnie Brae St, Denton, TX 76207

Display Type: 1.4G Close Prox Pyrotechnics ; Flames ; Cryo

Display Length: N/A Duration varies

Approximate Start Time: n/a

Name of Person Cueing Start of Display: _____

16. DISPLAY CONTACT(S):

Primary On-Site Contact Person:
 Name: _____
 Cell Phone: 940-465-6775

Client Initials: _____ Illumination Initials: _____



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Email Address: _____

Secondary On-Site Contact Person (if applicable):

Name: _____

Cell Phone: _____

Email Address: _____

By signing below, I accept all terms and conditions of this agreement and I certify that I am authorized to enter into this agreement on behalf of the Client.

On behalf of **Client:**

On behalf of **Illumination Fireworks Partners, LP**

Signature: _____
Print Name: _____
Title: _____

Date: 8/23/2021

Signature: _____
Print Name: _____
Title: _____

Date: 8/23/2021

Client Initials: _____

Illumination Initials: _____

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

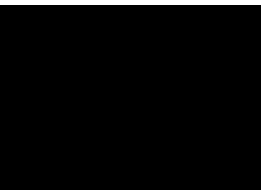
Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Illumination Fireworks

UNIVERSITY OF NORTH TEXAS

By:  _____
Name: _____
Title: _____
Date: 8/23/2021

By: 
Title: _____
Date: 8/23/2021

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.