

**FIREWORKS DISPLAY AGREEMENT****Display Dates: 7/4/2021**

**AGREEMENT** by and between **Santore's World Famous Fireworks, LLC** whose address is 846 Stillwater Bridge Road, Schaghticoke, NY 12154 (hereinafter "**Santore**"); and **City of Mamaroneck, NY** (hereinafter "**SPONSOR**"). **WHEREAS, SANTORE** designs, produces, and conducts fireworks displays; and

**WHEREAS, SPONSOR** wishes to engage Santore to design, produce and perform a fireworks display on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

**1. FIREWORKS DISPLAY:** On, **July 4, 2021** (hereinafter "the Display Date"), **Santore** shall provide the fireworks and equipment for the display at the Fireworks Display location. The display will be under the supervision of a **Santore** trained technician. It is agreed that **Santore** shall be the sole fireworks supplier and producer for the event contracted for herein. **(Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).**

**ALTERNATE DATE: July 5, 2021**

**2. COST AND PAYMENTS:**

<b>FIREWORKS DISPLAY PRICE:</b>	<b>\$18,500.00</b>
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The total (Fireworks Display Price plus all other applicable charges) sum of **\$18,500.00** shall be due and payable as follows:

a. The sum of : **\$ 9,250.00** was received on 2/24/21 as 50% deposit.

b. The Balance of **\$9,250.00** (which includes any taxes that may be applied to this sale) shall be paid by Official Check made payable to **Santore no later than on the Display Date.**

**Please Note:** **SPONSOR** is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to this exhibition. Also, please see Section 16(c) below.

**3. POSTPONEMENT/RESCHEDULING: July 5, 2021**

Description	% of Fireworks Display Price	Additional Costs
If notified by 6:01 AM on 7/4/21	10%	Any 3 <sup>rd</sup> Party Vendor Expenses
When fireworks tech leaves facility	20%	Any 3 <sup>rd</sup> Party Vendor Expenses

Any request made by **SPONSOR** for rescheduling/canceling shall be directed to [info@santorefireworks.com](mailto:info@santorefireworks.com) or by phone (518) 664-9994. It is understood and agreed that **SANTORE** shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of **SANTORE**.

**4. SPONSOR'S AGENT:** Courtney Wang CELL PHONE: 914-777-7703 shall be designated as **SPONSOR'S** agent to whom all questions and inquiries shall be relayed. **Sponsor's agent** shall be the only agent of **SPONSOR** authorized to make decisions on behalf of **SPONSOR** or to request rescheduling of the fireworks display on the part of **SPONSOR**.

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**5. EXHIBITION PLANNER CHECKLIST:** It is understood and agreed by the parties hereto that the Fireworks Display shall be contingent upon the strict compliance by **SPONSOR** with all items specified on the Exhibition Planner Checklist (EPC) which is annexed hereto and made a part hereof. Failure on the part of **SPONSOR** to comply with all requirements set forth in the EPC to the satisfaction of **Santore** within the time limits therein set forth shall be deemed to be an event of default of **SPONSOR'S** obligations hereunder.

**6. SECURITY/SAFETY:** **SPONSOR** shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not limited to, be all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by **Santore**. **SPONSOR** shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician. It is understood and agreed that **Santore** will cease all fireworks discharge due to any security breach of the FSZ. **Santore** shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the **SPONSOR's** failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. **SPONSOR** acknowledges and agrees that **Santore** responsibilities are limited to the Fireworks Display and that **Santore** is relying on **SPONSOR** to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of **SPONSOR** shall be in accordance with the current edition of NFPA 1123- and under the direct supervision of the **Santore** technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The **Santore** technician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display or the setup schedule. The **SANTORE** technician may at any time temporarily discontinue the discharge of fireworks for any reason.

**7. CREDITS:** As a material inducement to **Santore** agreeing to enter into this Agreement, **SPONSOR** shall give **Santore** program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.

**8. INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE.** **Santore** shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event **SANTORE** is unable to deliver the Fireworks Display on the Delivery Date this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or if no Alternate Date is stated then on such other date as may be agreed upon by the parties.

**9. CONTRACT SUBJECT TO GOVERNMENT REGULATION:** This Agreement and **Santore** obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by **SPONSOR** prior to the Fireworks Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks Display or in the event **SPONSOR'S** permit in any way limits or restricts the sale, performance or operation of said exhibition, **Santore** shall limit or restrict its performance or the Fireworks Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of **SPONSOR'S** permit. **SPONSOR** acknowledges that any such limit or restriction placed on the performance or operation of the Fireworks Display shall in no way result in or entitle **SPONSOR** to a reduction or abatement in the full contract price.

**10. GENERAL PROVISIONS:**

- a) This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties. **SPONSOR** acknowledges and agrees that **Santore** has not made any representations or warranties except those specifically set forth in this contract. Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be effected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- b) **SPONSOR** is responsible for removal of paper debris associated with the Fireworks Display.
- c) **Santore** is not responsible for procuring any marine services associated with the production of **SPONSOR'S** event. Should **SPONSOR** require these services, **Santore** may, upon written request, assist **SPONSOR** in the location and contracting of such services. All additional costs and fees associated with marine services are the responsibility of the **SPONSOR**. It is specifically understood and agreed that **Santore** shall not be responsible in any way if any third-party service with which **SPONSOR** has contracted for service fails to perform and the display cannot proceed as planned.
- d) **SPONSOR** is responsible for any additional marine costs and fees, city permit/escort fees, County /State/PD/FD/FM fees, local town permit fees, etc.
- e) In the event **SPONSOR** cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. **SPONSOR** will have up to 30 days from the date of cancellation to request **Santore** to reschedule the Fireworks

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Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display and may not be rescheduled to 7/1 – 7/4 of any year without express consent of **Santore**.

- f) **Santore** agrees to procure liability insurance on behalf of **SPONSOR**, and to indemnify **SPONSOR**, to the extent thereof, for all claims arising out of **Santore** negligence. Any additional insurance that is required that incurs a cost, will be the **SPONSOR'S** responsibility.

**11. SPONSOR'S DEFAULT:** In the event **SPONSOR** shall fail to pay any sum when due under the terms of this contract, **SPONSOR** shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. **SPONSOR** does further agree that it shall pay **Santore** reasonable attorney fees and other costs in the event **Santore** shall commence any proceeding (Arbitration or any other proceeding) or incur fees to compel **SPONSOR** to pay any sums due hereunder or otherwise as a result of **SPONSOR'S** default of any of the terms and provisions herein contained.

**12. LIQUIDATED DAMAGES:** It is agreed by and between the parties hereto that in the event of **SPONSOR'S** default hereunder **Santore** shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that **Santore** will have suffered damages due to Sponsor's default. The damages suffered by **Santore** as a result of Sponsor's default will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount due **Santore** is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by **Santore**.

**13. SUBSTITUTIONS:** **Santore** shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the program. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle **SPONSOR** to a reduction or abatement of the full contract price.

**14. ARBITRATION:** Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in **Union County, NJ**, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration. Any and all disputes, controversies, actions, claims, causes of action, or proceedings arising under, out of, or in connection with or relating to the terms of this contract, and any amendment thereof, commenced by, between or against any of the parties of this contract shall be deemed to have arisen from a transaction of business in New York, and shall be resolved by application of the substantive laws of the State of New Jersey.

**15. BINDING EFFECT:** This contract shall not be binding on **Santore** until executed by **SPONSOR** and **Santore** and **Santore** is in receipt of the down payment required hereunder.

**16. EXHIBITION PLANNER CHECKLIST (EPC):**

- a. **FIREWORKS DISPLAY PERMIT:** (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

**SPONSOR'S RESPONSIBILITY:** It is Sponsor's responsibility to call your State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit. **Santore** will prepare the paperwork for the permit application on **SPONSOR'S** behalf. Upon receipt of your permit, you must send the permit to our office for our records no later than 30 days prior to your display date. Failure to do so could seriously jeopardize your display. You must obtain information on:

1. Filing application deadline and fees.
2. Local and state requirements for fireworks license for transportation and/or display. If a license is required, fax all forms immediately to us.
3. Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
4. Federal regulations require that we carry an accurate route plan to the display site. Fax us a copy of the route instructions from the nearest US Interstate to the display area (approved by the fire marshal or other authority, if necessary).
5. Notify FAA on day of your display, according to the instructions in the FAA Letter of Approval, which will be forwarded to you prior to your display.

b. **COAST GUARD PERMITS (where required):**

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1. If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events).
2. Coast Guard Application and Permit to Handle Hazardous Materials.
3. Coast Guard Marine Event Permit.

c. **SPONSOR RESPONSIBILITIES AND EXPENSES (The following services need to be provided and paid for by the SPONSOR in addition to the Fireworks Display Price.**


- 1) **SECURITY:** MUST BE PROVIDED FOR FIREWORKS TRUCK(S) AND TO MAINTAIN THE FIRE SAFETY ZONE AT STAGING AREA FROM FIREWORKS TRUCK(S) ARRIVAL, UNTIL TRUCK DEPARTURE WHICH MAY BE FOLLOWING THE REQUIRED FIRST LIGHT DUD SEARCH ON THE MORNING AFTER THE DISPLAY.
- 2) **Sand:** Please provide \_\_\_\_\_ yards of sand.
- 3) **Laborer(s):** \_\_\_\_\_ laborers to arrive at fireworks site on \_\_\_\_\_ (They will not handle fireworks).
- 4) **Hotel Room(s):** \_\_\_\_\_ hotel rooms (within 10 miles of show site).
- 5) **Vehicle(s):** Four-wheel drive vehicle for movement on sand: Yes \_\_\_\_\_ No \_\_\_\_\_
- 6) **If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives**

d. **RADIO SIMULCAST EXPENSES (if applicable):**

- 1) Set up and staff a firework simulcast command center on site by 1:00 PM on the display date.
- 2) Provide broadcast relay to **Santore** Firing Center. Call our office for details.
- 3) Speaker system for VIP viewing stands.

e. **INSURANCE:** Please list below the additional insured, as they should appear on the insurance certificate:

1. Village of Mamaroneck	3.
2. See Below	4.

Name of Sponsor	Date	Santore Signature 	Date 5/17/21
By:			
Signed by on behalf of Sponsor (Signature)		Print Name: August N. Santore, Jr.	
Title of authorized representative of Sponsor		Title: Owner	

.....  
**Insurance Amendment:**


A. The Village of Mamaroneck, and their assigns, officers, employees, representatives and agents are named as an "Additional Insureds" on the Santore's World Famous Fireworks LLC's General Liability, Automobile Liability and Umbrella Liability insurance policies.

B. Santore's World Famous Fireworks LLC' waives all rights of subrogation for The Village of Mamaroneck, and their assigns, officers, employees, representatives and agents for the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation Insurance policies.

C. Workers Compensation Insurance Certificate showing the Village of Mamaroneck assigns, volunteers, employees, representatives and agents are included in a waiver of subrogation clause.

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# Santore

## DISPLAY SITE PLAN QUESTIONNAIRE

All items listed below are subject to all governing Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required or to be obtained by Sponsor.

### SPONSOR:

Display Date: July 4, 2021

Rain Date: July 5, 2021

Budget: \$18,500.00

Display Location: Harbor Island Park

Time of Display: 9:15pm (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

**IMPORTANT: PLEASE PROVIDE A SITE PLAN FOR YOUR EVENT LOCATION, INDICATING WITH AN X THE EXACT SPOT WHERE FIREWORKS ARE TO BE SET-UP.**

Local Fire Marshal:

Telephone No:

Cell Phone No:

Crew Contact Person:

Telephone No:

Cell Phone No:

*The Following information is necessary in order for us to provide your community or organization with a display that conforms with fireworks safety regulations and for the issuance of your insurance certificate.*

**DISTANCES, IN FEET, FROM THE FIRING AREA TO THE FOLLOWING:**

**FEET**

SPECTATORS, AUDIENCE OR PARKED CARS.....

OCCUPIED BUILDINGS (HOMES, APARTMENTS, ETC.).....

PUBLIC BUILDINGS (SCHOOLS, HOSPITALS, CHURCHES, ETC.).....

TEMPORARY EVENT SET-UPS (CONCESSIONS, TENTS, ETC.).....

MAIN PARKING AREAS.....

HIGHWAYS OR ROADS.....

OVERHEAD OBJECTS (POWER LINES, LIGHT POLES, TREES, ETC.....

FUEL STORAGE.....

**PLEASE PROVIDE DIRECTIONS FROM NEAREST INTERSTATE TO DISPLAY SITE. A MAP WOULD ALSO BE HELPFUL.**

Local Motels/Hotels:

Telephone Nos.

Signature  Jerry Barberio

Title: Village Manager

Date 5/21/21

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SANTORE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C No. Ext):</b> 216-658-7100	<b>FAX (A/C No.):</b> 216-658-7101	
<b>INSURED</b> Santore's World Famous Fireworks LLC 846 Stillwater Bridge Road Schaghticoke NY 12154	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Everest National Insurance Company		10120
	INSURER B : Axis Surplus Ins Company		26620
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		
	E-MAIL ADDRESS:		

**COVERAGES**

CERTIFICATE NUMBER: 5065851

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00235-211	2/9/2021	2/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00102-211	2/9/2021	2/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	P-001-000074909-03	2/9/2021	2/9/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Display date: 7/4/21. Rain Date: 7/5/21. Location: Harbor Island Park, Mamaroneck, NY

The Village of Mamaroneck, and their assigns, officers, employees, representatives and agents are named as an "Additional Insureds" on the Santore's World Famous Fireworks LLC's General Liability, Automobile Liability and Umbrella Liability insurance policies.

B. Santore's World Famous Fireworks LLC' waives all rights of subrogation for The Village of Mamaroneck, and their assigns, officers, employees, representatives and agents for the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation Insurance policies.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Mamaroneck  
123 Mamaroneck Ave.  
Mamaroneck NY 10543

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 472010297  
SANTORE'S WORLD FAMOUS  
FIREWORKS LLC  
143 SUMMIT AVE  
BERKELEY HEIGHTS NJ 07922



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> SANTORE'S WORLD FAMOUS FIREWORKS LLC 143 SUMMIT AVE BERKELEY HEIGHTS NJ 07922		<b>CERTIFICATE HOLDER</b> VILLAGE OF MAMARONECK 123 MAMARONECK AVE MAMARONECK NY 10543	
<b>POLICY NUMBER</b> A2353 260-9	<b>CERTIFICATE NUMBER</b> 481968	<b>POLICY PERIOD</b> 02/07/2021 TO 02/07/2022	<b>DATE</b> 4/28/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2353 260-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 235098200



**SPONSOR: Village of Mamaroneck**

Fireworks Company

Santore's World Famous Fireworks, LLC

P: 518-664-9994 F: 518-662-9811

Email: [Info@santoreworldfamousfireworks.com](mailto:Info@santoreworldfamousfireworks.com)

**Show Date(s): 7/4/21**

**Rain Dates(s): 7/5/21**

**Location: Harbor Island Park**

**Time: 9:30 pm**

1. Total number of Class B shells being used: 2.5" = 180; 3" = 312; 4" = 124; 5" = 124;  
1.3/1.4g Cakes = 25
2. All shells are DOT approved.
3. Display will be fired electrically and/or manually.
4. Delivery to site will be approximately 12 noon.  
Set up will take approximately 5-6 hours.
5. All displays will comply with all requirements as set forth in NYS Penal Code 405 and NFPA 1123, 1124.
6. Santore's World Famous Fireworks has complete understanding of all rules and regulations governing public fireworks displays and this display will be in accordance with those rules and regulations.
7. Personnel representing fireworks display company:  
Lead: Lily Greco (NYS DOL license# PR-544 )  
Cell: (516) 680-9462
8. Technicians: TBD

Signed

Main Office: PO Box 687, Stillwater, NY 12170 (P) 518-664-9994

Email: [Info@santoreworldfamousfireworks.com](mailto:Info@santoreworldfamousfireworks.com)

Visit Our Website at: [www.santoreworldfamousfireworks.com](http://www.santoreworldfamousfireworks.com)



STATE OF NEW YORK  
DEPARTMENT OF LABOR



DIVISION OF  
SAFETY AND HEALTH

**LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES**

Expires: 12/31/2021

Santore's World Famous Fireworks, LLC  
846 Stillwater Bridge Rd  
Schaghticoke, NY 12154

**THIS LICENSE MUST BE  
POSTED IN YOUR PLACE  
OF BUSINESS**

August N. Santore, Jr.

**License No D-5796**

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Eileen M. Franko, Acting Director      **FOR**  
THE COMMISSIONER OF LABOR

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

- 1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".
- 2) the DATE OF EACH SALE, DELIVERY or GIFT.
- 3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.
- 4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-083-20-4C-01080
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	March 1, 2024

Name  
SANTORES WORLD FAMOUS FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

846 STILLWATER BRIDGE ROAD  
SCHAGHTICOKE, NY 12154

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

SANTORES WORLD FAMOUS FIREWORKS LLC  
143 SUMMIT AVE  
BERKELEY HEIGHTS, NJ 07922-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete

SANTORES WORLD FAMOUS FIREWORKS LLC 846 STILLWATER BRIDGE ROAD SCHAGHTICOKE, NY 12154-0000 6-NY-083-20-4C-01080 20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee, and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: SANTORES WORLD FAMOUS FIREWORKS LLC	
Business Name:	
License/Permit Number: 6-NY-083-20-4C-01080	
License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES	
Expiration:	March 1, 2024
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



## Courtney Wong

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**From:** Kelly Santore <kelly@santorefireworks.com>  
**Sent:** Monday, May 17, 2021 4:36 PM  
**To:** Courtney Wong  
**Subject:** Revised Contract and supporting docs  
**Attachments:** Contract 2021.pdf; COI Mamaroneck Village.pdf; WC Mamaroneck 2021.pdf; SWWF Sponsor Letter.docx; NY DOL 2021 License.pdf; ATF Manufacturer License.pdf

Hi Courtney,

Sorry this was such a disaster. There are so many logistical nightmares from all the cancellations and postponements from Covid last year! I have revised the contract to show the \$9250 deposit you sent in your email from Feb and new payment terms.

I am also attaching the COI and WC documents, as well as other state papers and your sitemap for submission. Please let me know if there is anything else you need.

Please send me back a copy of the signed contract when it is completed so I have it on file.

Thank you and stay safe,

Kelly Santore  
Santore's World Famous Fireworks, LLC

