

Prepared By: Josh Jorgensen
 Lantis Fireworks & Lasers
 1-800-443-3040
 josh@lantisfireworks.com

City of Santaquin 2011

Santaquin \$6,000 Delivered to Fire Station

Main Program

320 each	2 ½"	Premium Assorted Shells
40 each	2 ½"	Heavy Load Salute Shells
100 each	3"	Premium Assorted Shells
60 each	4"	Premium Assorted Shells
32 each	5"	Premium Assorted Shells

Finale

120 each	2 ½"	Premium Assorted Finale Shells (Pre-Chained)
40 each	3"	Premium Assorted Finale Shells (Pre-Chained)

Total	2 ½" Shells	480
	3" Shells	140
	4" Shells	60
	5" Shells	32

"Shipped Shows" Includes the Following:

Lantis Fireworks and Lasers will provide all products and services associated with producing the pyrotechnic performance for the event.

These include:

- All Pyrotechnic Devices
- Appropriate electrical system for firing
- Delivery to Fire Station (No use of Lantis Trailer)
- Mortars and associated equipment (each shell will have its own mortar, NO-RELOAD)
- Electronic match for each shell
- Pick up of show following week
- Training for associated department firing crew

Premium shells consist of basic colors and shapes, including chrysanthemums willows and peonies in a variety colors, diamonds, bouquets, and titanium salutes. Also included are variations on classic chrysanthemums and peonies that change color or feature glittering patterns. There will also be rings or a variety of palms, hearts, bowties, tourbillions, strobes and comets. Generally if you take the size of shell in inches and times by 100', that is your break height and then take your shell size and times by 12' for your bloom width.

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Fireworks Merchandise Contract and Purchase Order

THIS CONTRACT, entered into this on April 6, 2011 between LANTIS PRODUCTIONS INC (hereinafter referred to as LANTIS), and the City of Santaquin of Santaquin, Utah (hereinafter to as "client").

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and hereof. Title passes only upon full payment. No warranty, except merchantability shall apply to this material.

CLIENT shall pay LANTIS the sum of Six Thousand and NO/100 (6,000.00), in United States Currency, according to the following terms and conditions:

- | | |
|---|------------|
| 1. Deposit due upon execution of contract | \$3,000.00 |
| 2. Balance due at time of delivery | \$3,000.00 |

Deposits due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless other directed in writing.

Note: Balance due must be given to the authorized representative of LANTIS at the time of delivery before Fireworks are released.

Said merchandise shall be delivered prepaid by a LANTIS truck and properly licensed driver to the location specified by CLIENT, which may not be a private residence. CLIENT hereby acknowledges that storage of Fireworks (1.3 G Explosives is subject to numerous federal, state, and local regulations, and CLIENT assumes all responsibility for such storage.

CLIENT hereby warrants that it is eligible to receive said Fireworks (class 1.3G Explosives) under all applicable rules and regulations.

CLIENT hereby states that it fully understands the proper handling and use of these Fireworks (1.3G explosives) and agrees to hold harmless and absolve LANTIS and its suppliers from legal actions that may arise from use and handling of these explosive products being released to CLIENT's care and custody.

It is agreed that this contract shall be governed by the laws of the state of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 1 ½ % per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PER CENT PER ANNUM A.P.R. 18%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

Lantis

Executed on behalf of LANTIS PRODUCTIONS INC. this April 6, 2011, at Fairfield, UT.

By: 

Kenneth L. Lantis, President

Executed on behalf of City of Santaquin this 4 day of August, 2011, at

By: 

Type Name BENJAMIN B. REEVES

Title: CITY MANAGER