



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-51**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
BETWEEN THE CITY OF BROADVIEW HEIGHTS AND AMERICAN FIREWORKS FOR
THE BROADVIEW HEIGHTS HOME DAYS AND TREE LIGHTING IN THE CITY OF
BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY**

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and American Fireworks for the Broadview Heights Home Days and Tree Lighting in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and American Fireworks for the Broadview Heights Home Days and Tree Lighting in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 31st day of March, 2025

Robert Boldt, President of Council

Samuel J. Ajai, Mayor

March 31, 2025

Date

Attest: Robin Parsons, Clerk of Council

March 31, 2025

Date



March 19, 2025

Mayor's Office
9543 Broadview Road
Broadview Heights, Ohio 44147

Attn: Samuel J. Alai, Mayor

Dear Mayor Alai:

Thank you for selecting American Fireworks Company to produce your fireworks. At your request, we enclose our contract in the amount of Thirty One Thousand Dollars (\$31,000.00) for displays that will be held on July 10, 11, 12 December 6, 2025 .

1. **CONTRACTS:** Contracts must be returned thirty (30) days of the date contract was written. Contracts are to be initialed at the bottom of the first page, signed and dated on bottom right of the second page. Shows are only placed on our schedule once we are in possession of the signed contract. If you cannot return the signed contract within the thirty (30) day requirement, please contact our office for an extension.
2. Once we receive your signed contract, we will have the president of our company sign and return an original executed copy to you by mail or email.
3. **DEPOSIT:** A deposit invoice is enclosed and payment is required on or before May 1, 2025. Please do not wait to return the signed contract until deposit is due.

We look forward to producing this fireworks display and providing our services to you for your event. If you should have any questions, please do not hesitate to call.

Yours truly,

Roberto Sorgi

AMERICAN FIREWORKS COMPANY
Enclosures

Michigan • Ohio • Virginia • West Virginia
Headquarters - 7041 Darrow Road • P.O. Box 144 7 • Hudson, Ohio 44236

Phone 330-650-1776 • Fax 330-653-9030
www.americanfireworks.com

2024 Display Date(s):
July 10, 11, 12
December 6, 2025

CONTRACT

Show No.
S-274

THIS CONTRACT, prepared on the 19 day of March, 2025, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and **CITY OF BROADVIEW HEIGHTS, OHIO**, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the display is being performed in or any municipality that requests additional insured status. All entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: 9543 BROADVIEW ROAD, BROADVIEW HEIGHTS, OHIO

on the following date(s):

DISPLAY DATES: JULY 10, 11, 12, 2025 DECEMBER 6, 2025
POSTPONEMENT DATE: JULY 11, 12, 13, 2025 DECEMBER 7, 2025

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

THIRTY ONE THOUSAND DOLLARS (\$31,000.00)

BROKEN DOWN AS FOLLOWS:

JULY 10 DISPLAY: THREE THOUSAND DOLLARS (\$3,000.00)
JULY 11 DISPLAY: FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00)
JULY 12 DISPLAY: TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$20,500.00)
DECEMBER 6 DISPLAY: THREE THOUSAND DOLLARS (\$3,000.00)

This contract must be executed within THIRTY (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within THIRTY (30) days of that date, this contract will be void and a new contract will need to be negotiated.

CLIENT agrees to pay the deposit of FIFTEEN THOUSAND FIVE HUNDRED (\$15,500.00), by May 1, 2025. CLIENT shall pay the balance of said display(s) no later than TEN (10) business days prior to your display. Payments can be made by electronic payment or by check made payable to AMERICAN FIREWORKS COMPANY and mailed to P.O. Box 1447, Hudson, Ohio 44236.

The CLIENT shall be responsible for providing all security necessary to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s).

The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display, advance the fees and list them on your final invoice.

INITIALS: 

The CLIENT acknowledges that the fireworks display herein contracted by and for the CLIENT is created specifically for said CLIENT and produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. Therefore, it is understood and agreed that:

1. Only the DISPLAY COMPANY's lead on-site pyrotechnician and the local Authority Having Jurisdiction (AHJ) shall make the final determination on the day of display if the conditions are conducive for a safe and proper fireworks display. Said decision cannot and will not be made sooner than THREE (3) hours prior to permitted display time.
 - A. If the display is postponed to the next calendar day from the contracted date, there will be a TEN PERCENT (10%) remobilization fee. The CLIENT shall be responsible for overnight security of equipment and/or product until the DISPLAY COMPANY's crew arrives back on site.
 - B. If the display is postponed for any other date, beyond the next calendar day from the contracted date, but still within the contracted year, there will be a TWENTY FIVE PERCENT (25%) remobilization fee.
 - C. If the display is canceled on the contracted date due to adverse conditions for a safe and proper fireworks display, and does not specify a postponement date, the CLIENT will be responsible for FIFTY PERCENT (50%) of the contracted price.
2. The CLIENT may only terminate this contract if the event has been officially canceled and they provide at least ONE HUNDRED TWENTY (120) days written notice of cancellation prior to the contracted display date. In the event that the CLIENT provides DISPLAY COMPANY with written notice of cancellation of the event within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event is less than ONE HUNDRED TWENTY DAYS (120) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.
3. In the event of a pandemic, the CLIENT may provide written notice to cancel the display FOURTEEN (14) days prior to contracted display, with no penalties, upon written verification from the State or Local Health Department that it has ordered the event to be terminated due to a pandemic restriction. The deposit that was received on this contract will be held by DISPLAY COMPANY and will be 100% credited to a future date.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein.

I understand that if I do not pay the entire balance due in full, and my account is forwarded for further collection efforts, I will be responsible for any and all reasonable collection fees, legal fees, filing fees, service costs and disbursements incurred as a result of the collection efforts.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY
DISPLAY COMPANY

CITY OF BROADVIEW HEIGHTS, OHIO
CLIENT

ROBERTO SORGI, President

SIGNATURE OF REPRESENTATIVE/AGENT

Samuel J Alai 3/31/2025
PRINTED NAME DATE



Bill To
CITY OF BROADVIEW HEIGHTS 9543 Broadview Rd. Broadview Heights, OH 44147

Invoice

FIREWORKS DISPLAYS
CUYAHOGA, OH

Show No.	S-274
Invoice No.	20143
Purchase Order No.	N/A
Invoice Date	3/19/2025
Display Date	MULTIPLE
Due Date	05/01/2025

Description	Rate	Amount
FIREWORKS DISPLAY - JULY 10, 2025	3,500.00	3,500.00
FIREWORKS DISPLAY - JULY 11, 2025	3,500.00	3,500.00
FIREWORKS DISPLAY - JULY 12, 2025	20,000.00	20,000.00
FIREWORKS DISPLAY - DECEMBER 6, 2025	4,000.00	4,000.00
Total		\$31,000.00
Payments/Credits		\$0.00
Balance Due		\$31,000.00

THANK YOU FOR YOUR BUSINESS AND YOUR PROMPT PAYMENT.

"Thank you for your business"

Michigan · Ohio · Virginia · West Virginia

Headquarters - 7041 Darrow Road · P.O. Box 1447 · Hudson, Ohio 44236

Phone 330-650-1776 · Fax 330-653-9030

www.americanfireworks.com

Certificate Of Completion

Envelope Id: C700D9B0-8A2D-4B94-8489-9D6CFF498A36
 Subject: Complete with Docusign: 2025 BROADVIEW HTS CONTRACT PACKET.pdf
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent
 Envelope Originator:
 Roberto Sorgi
 PO Box 1447
 Hudson, OH 44236
 Carriea@americanfireworks.com
 IP Address: 74.219.108.74

Record Tracking

Status: Original
 3/19/2025 11:10:49 AM
 Holder: Roberto Sorgi
 Carriea@americanfireworks.com
 Location: DocuSign

Signer Events

Signature	Timestamp
Samuel J. Alai salia@broadview-heights.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	Sent: 3/19/2025 11:22:09 AM

Roberto Sorgi
 carriea@americanfireworks.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Lisa Putka
 lputka@broadview-heights.org
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 3/27/2024 5:23:46 AM
 ID: b60bd0e5-7ef7-4fc9-8359-42dc17336390



Sent: 3/19/2025 11:22:09 AM
 Viewed: 3/19/2025 12:04:42 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/19/2025 11:22:09 AM
Envelope Updated	Security Checked	3/20/2025 1:45:47 PM
Envelope Updated	Security Checked	3/20/2025 1:45:47 PM

Envelope Summary Events**Status****Timestamps**

Envelope Updated

Security Checked

3/20/2025 1:45:47 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, American Fireworks (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact American Fireworks:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: roberto@americanfireworks.com

To advise American Fireworks of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at roberto@americanfireworks.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from American Fireworks

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to roberto@americanfireworks.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with American Fireworks

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to roberto@americanfireworks.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify American Fireworks as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by American Fireworks during the course of your relationship with American Fireworks.