



# **NEWBERRY COMMUNITY SERVICES DISTRICT**

**PROPOSAL FOR NEWBERRY SPRINGS INDEPENDENCE DAY CELEBRATION**

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**PREPARED BY**  
Aaron Bargeon

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**PREPARED FOR**  
Kayleen Vanek



May 20, 2026

**NEWBERRY COMMUNITY SERVICES DISTRICT**

Kayleen Vanek  
P.O. Box 220  
Newberry Springs, CA 92365

**Pyrotechnics** |  Close Proximity  Display Fireworks  Firecrackers

**Theatrical Effects** |  Spark Machines  Flames  CO2 Cryo Jets  Confetti/Streamers  Lights  Foggers

**Drones** |  Light Animations  Accents

Dear Kayleen Vanek,

Enclosed you will find three important documents that outline our Newberry Springs Independence Day Celebration proposal in detail:

1. **Product Synopsis - Proposal:** Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts..
3. **Scope of Work:** Outlines the responsibilities and services to be provided by both **Pyro Spectaculars, Inc.** and **Newberry Community Services District** that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact me or your dedicated Customer Service Representative, Luis Ruiz at (909) 355-8120.

Sincerely,

*Aaron Bargeon*

Aaron Bargeon  
abargeon@pyrospec.com  
(909) 938-6635

**Pyro Spectaculars, Inc.**

# PYROTECHNIC PROPOSAL





## NEWBERRY COMMUNITY SERVICES DISTRICT

NEWBERRY SPRINGS INDEPENDENCE DAY CELEBRATION | FRIDAY, JULY 03, 2026

\$16,500.00

MAIN DISPLAY (2 ITEMS)		
DEVICE NAME	QTY	TOTAL SHOTS
3" Designer Bombardment Shells	4	200
4" Designer Bombardment Shells	3	90
<b>Main Display Totals</b>	<b>7</b>	<b>290</b>

GRAND FINALE (3 ITEMS)		
DEVICE NAME	QTY	TOTAL SHOTS
2" Aerial Display Shells Multishot Device	1	100
2.5" Aerial Display Shells Multishot Device	2	72
3" Aerial Display Shells Multishot Device	3	75
<b>Grand Finale Totals</b>	<b>6</b>	<b>247</b>

 Total Items: 5	 Total Quantity: 13	 Total Shots: 537	 Product Types: 2
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Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

# PYRO SPECTACULARS, INC. PRODUCTION AGREEMENT

This agreement and scope of work, hereinafter referred to as "Agreement," is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as "Pyro," and **Newberry Community Services District**, hereinafter referred to as "Client." Pyro and Client are sometimes collectively referred to as "Parties" or individually as "Party."

## SCOPE OF WORK

1. **Engagement** – Client hereby engages Pyro to provide to Client a production or series of productions that includes the following checked elements ("Production"), and Pyro accepts such engagement upon all of the promises, terms, and conditions hereinafter set forth ("Scope of Work"). The Production shall be substantially as outlined in the proposal from Pyro to Client dated **May 20, 2026**, attached hereto and incorporated herein by this reference.

2. **Elements of the Production as described in the Proposal**

Pyrotechnics	Theatrical Effects	Drones / Other
<input type="checkbox"/> Close Proximity <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Firecrackers	<input type="checkbox"/> Spark Machines <input type="checkbox"/> Flames <input type="checkbox"/> CO2 Cryo Jets <input type="checkbox"/> Confetti/Streamers <input type="checkbox"/> Lights <input type="checkbox"/> Foggers	<input type="checkbox"/> Light Animations <input type="checkbox"/> Accents <input type="checkbox"/> Other

3. **Fees, Interest, and Expenses** – Client agrees to pay Pyro a fee of **\$16,500.00 USD** ("Fee") plus permit and standby expenses for the Production as follows:

**Final Payment.** A final payment of **\$16,500.00** plus estimated expenses of **\$0.00** is due on **Friday, June 26, 2026**.

4. **Pyro shall provide the following Services to Client:**

a. **Time and Place** – The Production(s) shall take place as follows:

Date	Approx. Time	Location
<b>Friday, July 03, 2026</b>	<b>09:00 PM</b>	<b>Newberry Springs Community Center - Park, 30884 Newberry Road, Newberry Springs, CA 92365</b>

b. **Pyro Services** – Pyro shall provide all services, trained technicians, equipment, products, shipping, application for specific permits covering Pyro services only, insurance covering the Production, and the other things on its part to be performed, including preproduction services, (hereinafter, collectively, "Services") as more specifically set forth in this Production Agreement and Scope of Work for each Production.

c. **Expenses** – Pyro shall pay all normal expenses directly related to the Production, including freight, insurance as specified herein, and qualified personnel to set up and perform the Production. Client shall pay all costs related to the Production not supplied by Pyro, including, but not limited to, those items outlined as Client's responsibility in this Agreement and Scope of Work.

d. **Preproduction** – Pyro shall provide preproduction Services and Costs for the Production as applicable, including advance acquisition of materials and products; design, engineering, programming, handling, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance and MCS90 explosives transportation coverage.

e. **Permits** – Pyro shall make application for specific fireworks related permits applicable to its Services only in the Production, including to the local fire department and notices to FAA and USCG, if required. Client shall pay the costs of all permits in addition to the Fee.

f. **Insurance** – Insurance Covering the Production with the Following Limits:

Insurance Policy	Amount	Details
Commercial General Liability (and/or Aviation Liability as applicable)	<b>\$1,000,000.00</b>	Combined Single Limit – Each Occurrence (Bodily Injury & Property Damage), including additional insureds as specified in Exhibit "A"
Business Auto Liability	\$5,000,000.00	Owned, Non-Owned and Hired Autos – Combined Single Limit – Each Occurrence
Workers' Compensation	Statutory	As required by state law
Employer Liability	\$1,000,000.00	Per Occurrence

5. **Client shall provide the following to Pyro:**

a. **Site Arrangements** – Client shall provide a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 8 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

b. **On-Site Labor** - All on-site labor costs, if any, not provided or performed by Pyro personnel, including, but not limited to, local union requirements, all Site security, Police and Fire Department standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, and clean-up crew. All these additional personnel and services shall be fully insured by and the sole responsibility of Client.

- c. **Permitting** - Coordination and any applicable event permitting with the local, state or federal government that may hold authority within the Site and Production venue other than permitting expressly provided by Pyro. Costs of all permits required for the presentation of the Production and the event as a whole.
- d. **Safety Zone** - Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that Pyro is at the Site and the load site (if different) on the date(s) of the Production and all set-up and load-out dates, including land and water security to keep unauthorized people, vehicles, vessels, and aircraft from entering the Safety Zone.
- e. **General Services** - General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for Pyro personnel within the venue, secure parking for Pyro vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.
- f. **On-Site Security** – 24-hour on-site security for any time that pyrotechnic worksites are unattended by PYRO personnel.

## GENERAL TERMS AND CONDITIONS

6. **Proprietary Rights** – Pyro represents and warrants that it owns all copyrights, including performance rights, to this Production, except that Pyro does not own Client-owned material or third-party-owned material that has been included in the Production, and as to such Client-owned and third-party-owned material, Client assumes full responsibility therefore. Client agrees that Pyro shall retain ownership of, and all copyrights and other rights to, the Production, except that Pyro shall not acquire or retain any ownership or other rights in or to Client-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, Client consents to the use of Client-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. Pyro reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of Pyro is prohibited.

7. **Safety** – Pyro and Client shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within Pyro's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by Pyro for fireworks and confetti to fail or malfunction, or for Pyro to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of Pyro.

8. **Security** – Client shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by Pyro from entering an area to be designated by Pyro as the area for the set-up and discharge of the Production, including a fallout area satisfactory to Pyro where the fireworks and confetti may safely rise and any debris may safely fall. Pyro shall have no responsibility for monitoring or controlling Client's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

9. **Cleanup** – Pyro shall be responsible for the removal of all equipment provided by Pyro and clean up of any live pyrotechnic debris made necessary by PYRO. Client shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

10. **Permits** – Pyro agrees to apply for permits for the firing of pyrotechnics only from the Local Fire Department, FAA, and USCG, if required. Client shall be responsible for any fees associated with these permits including standby fees. Client shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

11. **Insurance** – Pyro shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with Pyro's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect Client from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from Pyro's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from Client's negligence or willful conduct or from failure of Client to perform its obligations under this Agreement, coverage for which shall be provided by Client.

The coverage of these policies shall be subject to reasonable inspection by Client. Certificates of Insurance evidencing the required general liability coverage shall be furnished to Client prior to the rendering of services hereunder and shall include the following: that the following are named as additionally insured: Client; Sponsors, Landowners, Barge Owners, if any; Permitting Authorities, with respect to the operations of Pyro at the Production; Subcontractors or providers, if any, not covered under their own policies of insurance required hereby

12. **Indemnification** – Pyro represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, Pyro shall indemnify, hold harmless, and defend Client and the additional insureds from and against any claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Pyro, their officers, agents, contractors, providers, or employees. Client shall indemnify, hold harmless, and defend Pyro from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Client, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

13. **Limitation of Damages for Ordinary Breach** – Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 11 and 12, above, in the event Client claims that Pyro has breached this Agreement or was otherwise negligent in performing the production provided herein Client shall not be entitled to claim monetary damages from Pyro beyond the amount Client has paid to Pyro under this Agreement, and shall not be entitled to claim or recover any consequential damages from Pyro including, without limitation, damages for loss of income, business or profits.

14. **Force Majeure** – Client agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Pyro and Pyro which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which Client has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, Pyro is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which Client has purchased the Production be canceled as a result of such causes, Client may (i) reschedule the Production and pay Pyro such sums as provided in Paragraph 15, or (ii) cancel the Production and pay Pyro such sums as provided in Paragraph 16, based upon when the Production is canceled.

15. **Rescheduling Of Event** – If Client elects to reschedule the Production, Pyro shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. Client and Pyro shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks or confetti production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless Pyro agrees that such rescheduling will not adversely affect normal business operations during those periods.

16. **Right To Cancel** – Client shall have the option to unilaterally cancel the Production prior to the scheduled date. If Client exercises this option, Client agrees to pay to Pyro, as liquidated damages, the following percentages of the Fee as set forth in the Scope of Work, Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event Client cancels the Production, it

will be impractical or extremely difficult to fix actual amount of Pyro's damages. The foregoing represents a reasonable estimate of the damages Pyro will suffer if Client cancels the Production.

17. **No Joint Venture** – It is agreed, nothing in this Agreement or in Pyro's performance of the Production shall be construed as forming a partnership or joint venture between Client and Pyro. Pyro shall be and is an independent contractor with Client and not an employee of Client. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

18. **Applicable Law** – This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

19. **Notices** – Any Notice to the Parties permitted or required under this Agreement may be given by tracked overnight courier requiring a signature which is effective the next business day, or by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows:

**Pyro** – Pyro Spectaculars, Inc., 3196 N Locust Ave, Rialto, CA, 92377, USA. With an email copy to General Counsel: [gbrown@pyrospec.com](mailto:gbrown@pyrospec.com).

**Client** – Newberry Community Services District, P.O. Box 220, Newberry Springs, CA, 92365, US.

20. **Modification of Terms** – All terms of this Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

21. **Severability** – If there is more than one Client, they shall be jointly and severally responsible to perform Client's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by Client and after it is executed and accepted by Pyro at Pyro's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

22. **Price Firm** - EXECUTED AGREEMENT MUST BE DELIVERED TO Pyro BY Monday, June 01, 2026. See Scope of Work, paragraph 3 b).

**[Signatures on next page]**

Price Firm Date **Monday, June 01, 2026**

**EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.**

See PRICE FIRM conditions, paragraph 3b and paragraph 22, above.

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**Pyro Spectaculars, Inc.**

BY:

PRINT NAME: Matthew Gilfillan

ITS: Vice President, Public Display

DATE: 5/22/26

**SHOW PRODUCER: Aaron Beargeon**

**Newberry Community Services District**

BY:

ITS:

PRINT NAME:

DATE: