



This Contract is made and entered into by and between **LimeLight Productions, LLC** (hereinafter **LLP**) and **City of Lawton** hereinafter referred to as “**Client**”) on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, for events on the evenings of **June 27th and 28th, 2025** at **501 NW Ferris Ave. Lawton, OK 73507**.

**LLP** is an Oklahoma for profit event planning company located at **4316 Windsong Way, Oklahoma City, OK 73120**. Acting in that capacity, **LLP** may book various 3<sup>rd</sup> parties, display operators, performers, DJ’s, caterers, rental companies, musical acts, artists, fireworks, stage, sound, lights and many other types of unique entertainment with prior client approval. In each case, **LLP** will sign “client approved” contracts and riders for Client. Client will make every effort to satisfy the terms of all contracts signed by **LLP** and approved by Client. Any changes or variations from agreed upon terms must be approved by **LLP**. **LLP** will incur no addition or unexpected expenses based on circumstances outside of **LLP**’s control.

**LLP** will sub-contract all Fireworks, Artist/Performers, laborers, and any other obligations as to this contract to **Titan Standard** (hereinafter referred to as Sound Company – **SC**) and **Precision Fireworks and Precision Drones** (hereinafter referred to as the Display Operator - **DO**). Display Operator is a Texas, for profit corporation licensed to do business in Oklahoma. **LLP** and Client will be listed as Additionally Insured on all 3<sup>rd</sup> Party or subcontractor Insurances.

Client is an Oklahoma City entity with its principal office at Lawton City Hall, **212 SW Ninth St. Lawton, OK 73501**. Client and **LLP** desire to engage Performers, Artists, Entertainment, Display Operator and Sound Company to perform an Entertainment, PyroMusical Fireworks Displays, and a choreographed Drone Show and Performers/**DO**’s/**SC**/**LLP** desire to perform such Entertainment, PyroMusical Fireworks Displays, and Drone Shows under the terms set forth in this Contract.

#### **PERFORMERS/SOUND COMPANY/FIREWORKS/DRONES (Display Operators - **DO**’s)**

NOW, THEREFORE, and in consideration of the sums to be paid to **LLP** as event planner and consultant, the parties agree as follows:

- I. LLP Responsibilities:** The responsibilities of **LLP** under this contract are as follows:
1. **LLP** will cooperate with Client to coordinate in the planning and execution of the drone show and fireworks display events. Prior to the event, **LLP** will arrange to meet with Client officials to effect such cooperation and coordination, and, upon Client’s request, provide identities and qualifications of all personnel assigned to the display events the name and contact information of the individuals who will support the drone show and fireworks display.
  2. **LLP** shall act as a primary contact for any contracted labor in support of the drone show and pyrotechnical firework displays and provide any information in a timely manner in response to any reasonable requests for information from the Client.
  3. **LLP** Shall undertake all responsible measures necessary to protect persons property against hazards associated with the storage, handling and discharge of pyrotechnic ordinance and

other display components before, during and after the drone and fireworks display events. Without limitation, this shall include: utilizing licensed pyrotechnic operators and trained, experienced technicians and other assistants; combing the grounds both inside and outside the Exclusion Zone for any live or hazardous pyrotechnic materials immediately preceding and after the drone and fireworks displays and ensuring sufficient personnel are present and in-place for safe operations of the drone and fireworks display.

4. LLP shall ensure provide oversight of the operations of the performance of the Drone Show, Firework Display, Headline Performers and associated sound and stage technicians and ensure that entertainment accommodates an anticipated attendance of approximately thirty to forty thousand people:
5. Headline Performer: LLP shall provide recommendations for a headliner performer to the Client, and upon the Client's approval and acceptance of a recommended performer, LLP shall negotiate the contract in the best interest of the Client. All costs associated with said headline performer are included in the total cost of the agreement.
6. Set-Up for entertainment: The installation of all equipment and the loading of the sound equipment and fireworks on the equipment, which are to be used by the Display Operators in the performance of the PyroMusical Fireworks Display and Drone Show under this Contract.
7. Tear-Down of Display: The removal of all equipment utilized by the Display Operators in the performance of the PyroMusical Fireworks Display and Drone Show, and the search of the Fallout Area and removal therefrom of fireworks which failed to explode.
8. Clean-Up of Display: The removal of paper, cardboard, debris, and other fireworks refuse from the Discharge Site and the Fallout Area. The fallout area will be conducive to the size of the display. This does NOT include any areas that were open, accessible, or occupied by the public and/or spectators.
9. For Display(s) that include licensed music accompaniment, LLP agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Display(s).
10. LLP shall provide detailed invoices and receipts of all related event fees and expenses upon request.

**Display Site:** The area that includes the "Discharge Site", the "Fallout Area" and the "Separation Area" as those terms are defined below. The Drone/Fireworks Display Site shall be a secure area. No persons other than the Display Operator's personnel and security officials will be allowed inside the Display Site at any time. **It is understood that there is a danger of damage and harm to any persons, property, or landscaping located within the Drone/Fireworks Display Site.**

**Discharge Site:** The area immediately surrounding the fireworks mortars, multi-shot cakes, or other equipment and items to be used in the Drone/Fireworks Display.

**Fallout Area:** The designated area in which debris is intended to fall after fireworks devices are fired.

**Separation Area:** The area between the Discharge Site and the area(s) from which spectators observe the Drone/Fireworks Display.

**Rain/Reschedule Date:** See Cancellation and Rain Date Clause

## **II. The Performance of Drone/Firework Display:**

- a. Display Operator will perform a 12-15 minute, 200 lighted-drone show choreographed to music with an approximately 3-5 minute 1.4G Pyromusical Fireworks Finale on June 27<sup>th</sup>, 2025 and an approximately 23-24 minute 1.3G and 1.4G Pyromusical Fireworks Display on the date of June 28<sup>th</sup>, 2025.
  1. Display Operator shall setup an initial drone show design planning meeting with Client by February 19<sup>th</sup>, 2025, and Display Operator shall create a storyboard of design elements, images, and scenes with action notes and provide to client for feedback and suggestions by March 19<sup>th</sup>. Display Operator shall modify the storyboard in accordance with Client feedback and provide feedback and suggestions to best meet Client's design requests within limitations of capabilities.
  2. A digital rendering/preview of the drone show, Pyromusical Firework Finale and the Pyromusical Fireworks Display will be presented at a date and location specified by the Client no earlier than the 16<sup>th</sup> of May 2025. Client shall provide Display Operator and LLP at least a two-week notice before specified date for presentation of digital rendering/preview. Display Operator shall make shall modify the drone and or Pyromusical Fire Work Finale and Display within Display Operator's capabilities based on any additional feedback and suggestions from Client.
  3. The Performance of the Drone/Firework Display must accommodate an anticipated attendance of approximately thirty to forty thousand people and utilize a wide variety and color of pyrotechnic devices and patriotic music.
- b. Display shall take place at **Elmer Thomas Park** and shall commence at the discretion of the City Manager after the Display Operators determine that there is adequate darkness, the Display Site is secure, and the conditions are safe to proceed.
- c. It is agreed that, should unsafe conditions arise during the performance of the Drone/Fireworks Display, the Display Operators may halt the display. The Display Operators may resume the Display if/when Display Operators determine safe conditions are restored.

**III. Display Operator's Responsibilities:** The responsibilities of the Display Operator, Sound Company, and LLP under this Contract are as follows:

- a. **INSURANCE - Display Operator** will produce to **Client and LLP** valid insurance certificate procuring liability insurance coverage in the amount of Three Million Dollars (3,000,000.00). The insurance certificates shall list the Client and LLP as an additional name insured. The liability insurance coverage provided by this insurance shall be limited to liability caused by the Display Operator that is directly related to the services and responsibilities to be undertaken by Display Operator. Sound Company will produce to Client and LLP a One Million Dollar (1,000,000.00) liability insurance policy listing both Client and LLP as an additionally insured.
- b. Display Operators to provide the following services:
  1. Operation of Drone/Fireworks Displays.
  2. Tear-Down of Drone/Fireworks Displays
  3. To obtain Drone/Fireworks Display Permit to conduct the Display.
  4. To provide security services for the Drone/Fireworks Display Site before, during, and after the Display and at all times when Display Operator's equipment and the fireworks are upon the Display Site.
  5. To design and produce Drone/Fireworks Display choreography.
  6. Clean-Up of Drone/Fireworks Display (Big Trash)
  7. Obtain all necessary Federal Aviation Administration(FAA)

PERMITS AND APPROVALS and Department of Defense (DOD) approvals and permits to enable performance of Drone Show fully hereunder, including airspace authorization needed for the Display(s). The client shall be responsible for obtaining and payment of all required local city permits, coordinating with local police, managing road closures, and arranging for necessary barricades.

- c. **Display Operators** will fulfill all of the above-described responsibilities and perform all of the services identified in this paragraph III, in compliance with all federal, state, and local governmental laws and regulations.

**IV. Outline of Expenses due to LLP from Client:**

**a. DRONE DISPLAY:**

Thirty-One Thousand Dollars (\$31,000) - 200 Drones to Perform 12-15 Animations over a span of 12-15 Minutes with the Finale to be choreographed with accompanying 1.4G Pyromusical Display (See letter C below)

**b. STAGE, SOUND, LIGHTS:**

Twenty-Four Thousand Dollars (\$24,000) – Sound, stage, 24x38 ft truss style roof top, and lights for choreographed Drone and PyroMusical Fireworks Display, and technicians and crew for 2 consecutive nights

**c. FIREWORKS DISPLAY:**

Seventy-Five Thousand Dollars (\$75,000) – PyroMusical Fireworks Displays with Choreography for 2 consecutive nights. Seventy-Five Thousand dollars (\$75,000) for Saturday night 23-24 min PyroMusical and FREE SHOW for Friday night Finale added to City of Lawton’s Drone show.

**d. ENTERTAINMENT:**

Fifteen-Thousand Dollars (\$15,000) – Performer/Entertainment

**e. TOTAL**

One-Hundred and Forty-Five Thousand Dollars (\$145,000) - Total of Contract

**V. Client's Responsibilities:** The responsibilities of the Client under this Contract are as follows:

- a. In consideration for the services to be performed by **Performers, Drone/Fireworks Display Operators, Sound Company, and LLP** hereunder, Client agrees to pay **LimeLight Productions** the total sum of **One Hundred Thirty-Five Thousand Dollars (\$145,000.00)**, payable as follows:
  - 1. Upon the full execution of this Contract, the sum of **Seventy-Two Thousand Five Hundred Dollars (\$72,500.00)** will be paid as a deposit to secure booking by **February 1, 2025**
  - 2. The remaining balance (\$72,500.00) is to be paid on or before June 28th, 2025.
- b. **Client** agrees to provide following services
  - 1. To provide security services for spectators attending Entertainment/Firework Display.
  - 2. Clean-Up of Drone/Fireworks Display area except for Big Trash.
  - 3. Up-to and not to exceed eight (8) double hotel rooms for one(1) night stay to be used exclusively by Display Operators, event support personnel, entertainers, and other event support at the discretion of LLP. The Client will not be responsible for any damage however caused (whether by the deliberate, negligent, or reckless act) to the room(s), hotel’s premises or property caused by LLP or LLP’s contactors/employees or any incidental and room services charges above and beyond the cost of the rooms.
  - 4. One(1) use of Gator, or similar UTV, or golf cart.

5. Water and restrooms for laborers.
- c. Client agrees to indemnify, hold harmless, and defend Performers/DO's/SC/LLP from any and all claims brought against Performers/DO's/SC/LLP for any and all accidents, incidents, or allegations concerning property damage or personal injury, (including any COVID-19 related claims), which are not directly related to Performers/DO's/SC/LLP's contractual responsibilities as set forth in this contract.

**VI. Cancellation of Fireworks Display:**

**Rain/Reschedule Date:** The parties agree that, in the event Drone or Fireworks Display Operators, Entertainment, Sound Company, or LLP determine that weather conditions require the cancellation or postponement of the Display a rain date will be predetermined and the following rules will apply. Please note your rain date of **June 29th, 2025**. If DO's/SC/LLP determine that weather conditions on the Rain Date are such as to require a further delay, the parties will agree to a secondary Rain Date. **The DO's/SC/LLP and/or Entertainment will incur out-of-pocket costs and expenses in the event the Display is postponed due to adverse weather conditions.** Twenty-four (24) hour-a-day on-site security will be required, as well as ongoing employee and contractor expenses. **Client agrees that LLP nor any of it's vendors can endure these costs and it will pay all of DO/SC/LLP/Entertainment's out-of- pocket expenses incurred as a result of the postponement of the Fireworks Display.** If the agreed upon Rain Day, or secondary Rain Day, is scheduled at a time requiring DO/LLP to Tear- Down the Display and re-Set-Up the Display, the parties agree that the reimbursable costs and expenses to be incurred by DO/LLP will not exceed the amount of twenty five percent (25%) of the original contract amount. Parties agree that expenses for SC and Entertainment are not included and will be subject to availability and third party contracts.

- a. If Client cancels the Drone/Fireworks Display or any part of this contract at a date more than ninety (90) days before the scheduled date of the Drone/Fireworks Display, there will be no cancellation fee charged, and any deposit made will be refunded to Client.
- b. If Client cancels the Drone/Fireworks Display or any part of this contract at a point in time more than sixty (60) days before the scheduled date of the Drone/Fireworks Display, but less than ninety one (91) days before the scheduled date, the cancellation fee will be ten percent (10%) of the full contract price.
- c. If Client cancels the Drone/Fireworks Display or any part of this contract at a point in time less than sixty-one (61) days, but more than thirty (30) days before the scheduled date of the Drone/Fireworks Display, the cancellation fee will be fifty percent (50%) of the full Contract price.
- d. If Client cancels the Drone/Fireworks Display or any part of this contract at a date which is thirty (30) or fewer days before the scheduled date of the Drone/Fireworks Display, the full amount of the Contract price will become due and payable.

**VII.** Extension: At the end of the contract period for consulting services provided, or upon the conclusion of a maximum of five (5) extensions thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the Client and LLP. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until additional consulting services are rendered complete or the conclusion of five (5) extensions.

**VIII.** JURISDICTION AND VENUE. It is hereby stipulated that this Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and Venue will be in the District Court of Comanche County, Oklahoma, or the Federal District Court for Western Oklahoma.

**IX. Remedies:** The parties agree that, in any lawsuit brought to enforce the terms of this Contract, the prevailing party shall be entitled to receive, as part of its judgment, an award of its attorney fees, as deemed reasonable by the court, together with all of its litigation costs, including court costs, fees for the service of process, travel expenses, witness fees, copy expense, court reporter fees for depositions and in court testimony, video deposition expense, transcripts and postage.

**Complete Agreement:** This Contract, including the attached Proposal, constitutes the entire agreement between the parties. No oral promises, commitments, or agreements made by either party before or after the execution of this Contract shall be binding upon them. Any amendments, changes, or modifications to the terms set forth in this Contract must be reduced to writing and signed by both parties before said changes become binding.

Executed by the parties on the date or dates set forth opposite their names.

**LimeLight Productions, LLC**

Date: 12/6/2024

Printed name: Denise Castelli



**Client: City of Lawton**

CITY OF LAWTON A Municipal Corporation

By: \_\_\_\_\_  
STAN BOOKER, MAYOR

ATTEST: \_\_\_\_\_  
DONNALYNN BLAZEK-SCHERLER CITY CLERK

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
JOHN ANDREW, CITY ATTORNEY