

**PYRO SHOWS
P.O. BOX 1776
LAFOLLETTE, TN 37766**

Contract Agreement

This Agreement, made this 9th Day of January, 2015, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee 37766, and hereinafter referred to as **PYRO SHOWS** and **SANTA ROSA TOURIST DEVELOPMENT OFFICE**, with its principle place of business located at 8543 Navarre Parkway, Navarre, in the State of Florida, 32566 hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: **PYRO SHOWS** agrees to furnish to customer a firework display (hereinafter "Show") pursuant to our contract #15FL07-04CUST13400-0043 dated this 9th Day of January 2015. The show will be given on the 4th Day of July 2015.

II. CANCELLATION: **PYRO SHOWS** shall determine what weather conditions prohibit **PYRO SHOWS** from proceeding with the Show; in which case, **PYRO SHOWS** agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses **PYRO SHOWS** shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be **RESCHEDULED** to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses **PYRO SHOWS** shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to **CANCEL** the Show for any reason, Customer must provide **PYRO SHOWS** with a thirty (30) days' written notice by certified mail, return receipt, to **PYRO SHOWS**' address as set forth above. Customer agrees that **PYRO SHOWS** shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay **PYRO SHOWS** fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide **PYRO SHOWS** with notice as set forth herein, Customer shall pay **PYRO SHOWS** the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for **PYRO SHOWS** to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by **PYRO SHOWS** from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of **PYRO SHOWS** or persons specifically designated in writing by the sponsor, and submitted and approved, to **PYRO SHOWS** prior to the event.

IV. SITE CLEANUP: **PYRO SHOWS** shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: Customer agrees to hold **PYRO SHOWS** harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify **PYRO SHOWS** from any and all claims brought against **PYRO SHOWS** for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of **PYRO SHOWS**.

VII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless **PYRO SHOWS** from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

Approved _____
Account 5820028
Department 4010

VIII. PERMITS AND LICENSES: Customer shall assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

XI. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

XII. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XIII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIV. PAYMENT TERMS: SANTA ROSA TOURIST DEVELOPMENT OFFICE shall pay PYRO SHOWS \$13,400.00 plus all applicable taxes according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$6,700.00) upon return of signed contract by May 1, 2015. Balance will be due in PYRO SHOWS office prior to the day of show.

XVI. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY:  Date _____
Michael E. Walden, Vice President

CUSTOMER

BY: _____ Date _____
Signature Print Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

75/25 Split \$10,050. TDO
\$ 3,350. PER 4th District



Quotation

Smart Telecom Solutions

8668 Navarre Parkway, Unit 105
Navarre, FL 32566
Phone: 850-936-5887 Fax: 772-325-2297

DATE January 23, 2015
Quotation # 2015012301
Customer ID

Bill To:

Shannon Ogletree
Santa Rosa County Tourist Development
6491 Caroline Street, Suite 4
Milton, FL 32570-4592
Phone: 850-623-0174

Quotation valid until: February 31, 2015
Prepared by: Kenny Wilder

Comments or special instructions:

Description	AMOUNT
Navarre Beach Live HD Zoom Cam - Direct Feed - Monthly Charge	\$ 500.00
Navarre Beach Live Skyline Cam - Direct Feed - Monthly Charge	Included
Direct Feeds to be used at Santa Rosa County wwbsites	Included
TOTAL	\$ 500.00

Billing: Payments will be due on the 1st of each month payable to ECTTELECOM.COM, INC.

Terms: Monthly Billing (No Term Agreement)

SERVICE AGREEMENT

Date Prepared: February 19, 2015

Service Provider

ECTTelecom
Contact: Kenny Wilder
Phone: 850-384-1731
Email: kenny@ttelecom.com
8668 Navarre Parkway, Unit 105
Navarre, FL 32566

Customer

Santa Rosa County Tourist Development
Contact: Shannon Ogletree
Phone: 850-623-0174
Email: shannon@santarosa.fl.gov
6491 Caroline Street, Suite 4
Milton, FL 32566

Monthly Recurring Charges

Navarre Beach Live HD Zoom Cam – Direct Feed	\$500.00
Navarre Beach Live Skyline Cam – Direct Feed	Included
Direct Feeds – www.floridasplayground.com	Included
Direct Feed - www.santarosa.fl.gov/navarrebeach	Included
Additional Direct Feed(s) - \$100.00 Monthly for Each URL Website	
Mobile Streaming to Apple IOS Devices and Google Android Devices	Included

Monthly Recurring Total

\$500.00

Term: Month to Month

Additional Terms

This Agreement is for a month to month initial term that auto-renews unless notice of cancellation is received from Customer at least 30 days prior to the end of the current month to month term. Payments will be due on the 1st day of each month payable to ECTTELECOM.COM, INC.

Santa Rosa County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ECTtelecom

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Nicole Dees

From: Julie Morgan
Sent: Wednesday, February 25, 2015 9:41 AM
To: Nicole Dees
Subject: FW: Quotation for Navarre Beach Cams - Direct Feed

Please print off his email below and put in folder labeled beach cam.

Julie Morgan - Tourist Development Director
Santa Rosa County Government
Tourist Development Office
8543 Navarre Parkway, Navarre, FL 32566
Julie@santarosa.fl.gov
Phone: 850-939-8666
Fax: 850-939-0085



Navarre Beach

FLORIDA'S PLAYGROUND

From: Kenny Wilder [mailto:kenny@ecttelecom.com]
Sent: Wednesday, February 25, 2015 9:38 AM
To: Julie Morgan; Shannon Ogletree; Joy Tsubooka
Cc: Susan Poggione
Subject: RE: Quotation for Navarre Beach Cams - Direct Feed

Julie,

My response to your questions is as follows:

Navarre Beach Live HD Zoom Camera Location

The Cam is located at the Belle Mer Condo, Unit 1501, 8269 Gulf Blvd., Navarre Beach, FL 32566.

The Cam is mounted on the 15th floor of the outside railing of the patio's unit. I have a dedicated internet connection.

Navarre Beach Live Skyline Cam Location

The cam is located at my private residence 8735 Navarre Parkway, Navarre, FL 32566. The Cam is located on the 3rd floor of outside railing of my deck. I have a dedicated internet connection.

Who Owns the Two Cams

I am the sole owner of both Cams via my 21 year old company ECT Telecom, whereby I am the sole owner and president.

Direct Feed

At this time I am only allowing a Direct Feed to my website www.NavarreBeachLife.com. If the County approves my offer they would be the only customer with a Direct Feed at this time. I do not plan to offer a Direct Feed to other customers at the present time. Of course I do allow customers and others to provide links on their websites to my website two Cam's Landing Pages.

Direct Feed Exclusivity of the Two Cams

I retain sole Direct Feed exclusivity of the two Cams. It would be very unlikely that I would grant an exclusivity to a customer.

Who Manages the Two Cams

I personally manage both Cams. Any issues that may come up I am quite capable of resolving since I have managed my Cams at these two locations mentioned above since February 2006.

If I have not adequately answered your questions please let me know. When do you expect to present my above response to the TDC board? I look forward to providing the County with a Direct Feed to both Cams.

Thanks for your business!

Kenny Wilder
CEO

Phone: 850.936.5887 | Mobile: 850-384-1731 | Fax: 772.325.2297
kenny@ecttelecom.com | www.ecttelecom.com

ECTtelecom

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From: Julie Morgan [<mailto:Julie@santarosa.fl.gov>]

Sent: Wednesday, February 25, 2015 8:17 AM

To: Kenny Wilder; Shannon Ogletree; Joy Tsubooka

Cc: Susan Poggione

Subject: RE: Quotation for Navarre Beach Cams - Direct Feed

Hi Kenny,

I did look at the quote and service agreement. Can you please include somewhere for our information where the camera is located, who owns the camera, and if the live stream to our website is the exact live stream that other customers are getting. Do you have an exclusive for your company that is streaming this camera as well. These were all questions that came up in the board meeting.

Thanks

Julie Morgan - Tourist Development Director
Santa Rosa County Government
Tourist Development Office
8543 Navarre Parkway, Navarre, FL 32566
Julie@santarosa.fl.gov
Phone: 850-939-8666
Fax: 850-939-0085

Top 10 Cams

The Top 10 Webcams are chosen by a panel of EarthCam producers who select the best out of hundreds of popular webcam submissions. The criteria used for judging includes image quality, uniqueness of the content, and overall technical achievement in webcam technology. These are the cameras that have amused, amazed, or astounded us.

The Top 10 frequently changes, so be sure to bookmark this page (press Ctrl + D) and check back often.



Muskegon Lake Michigan - Pere Marquette... [» details](#)

Muskegon, MI United States

Beautiful views of Lake Michigan from Pere Marquette Beach in Muskegon. Catch stunning Great Lakes sunsets, big waves, sailboats, and kiteboarders enjoying the cerulean fresh waters of Lake Michigan.

www.muskegonsurfcam.com



Scigliano Panoramico [» details](#)

Scigliano, Italy

Live from Scigliano, Italy, this camera offers a real time view of the local streets as well as the city skyline.

www.scigliano.altervista.org



Lemur Habitat Webcam [» details](#)

Tucson, AZ United States

Meet Pepe and Nuit, two Black and white ruffed lemurs who are the stars of the live lemur webcam! Pepe is a male who was born in 2008, while Nuit is a female born in 2010.

www.liveanimals.tv



Navarre Beach HD 1080 Zoom Cam [» details](#)

Navarre Beach, FL United States

The Navarre Beach, Florida HD 1080 Cam offers stunning views of 12 stations with wide angle and zoom views from the eastern end of the Navarre Beach Fishing Pier to the western end of the beach.

www.navarrebeachlife.com



Ocean Beach, San Diego Beach Cam [» details](#)

Ocean Beach, CA United States

Ocean Beach Cam and Surf report. Watch the live Ocean Beach surf cam in San Diego now!

thesurfersview.com



Anapa Skyline [» details](#)

Anapa, Russian Federation

Aerial view of Anapa from the Grand Hotel Valentina.

www.grandvalentina.ru



Les Anses d'Arlet [» details](#)

Les Anses d'Arlet, Martinique

Beautiful live stream from Les Anses d'Arlet, Martinique.

www.vision-environnement.com



Cambara Radio 104.9 FM [» details](#)

Cambara, Brazil

Watch and listen to a local radio station from Cambara, Brazil connect its listeners to the rest of the world.

www.104fmcambara.com.br



Turin - Italy HD Live CAM [» details](#)

Turin, Italy

Street level camera located in the heart of Turin, Italy, presented in HD format.

torino.ditta.com



Blue Goose Inn Webcam [» details](#)

Coupeville, WA United States

View of Main Street, Penn Cove and Mt. Baker from the Blue Goose Inn Bed & Breakfast.

bluegooseinn.com

Satellite View My House

onlinemapsfinder.com
Search Maps, Get Driving Directions Instantly with Free App!

Live View Of Your House

mapsinbox.com/ViewOnlyHouse
Access Online Maps & Directional It's Free & Easy With Maps Toolbar

Free Webcam Chat

gtsak.com
Join the #1 Video Chat Community. Fun and Easy to Use - Try it Now!

Windows 7 Driver Download

windows7driverupdate.net
Windows 7 Drivers Latest Download. Microsoft Certified. (Recommended)

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