

RESOLUTION NO. R2025- 9

**RESOLUTION AUTHORIZING AN APPROPRIATION FROM THE GENERAL FUND
FOR THE CITY OF HECTOR'S ANNUAL FIREWORKS DISPLAY**

Be it resolved on this 17th day of March 2025, the City Council of the City of Hector, Arkansas met in a regular session.

The Mayor is requesting an appropriation in the amount of \$ 3,000.00 from the General Fund for the City of Hector's Annual Fireworks Display in conjunction with HectorFest festival to be held on June 14, 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HECTOR, ARKANSAS**

Hereby authorizes an appropriation from the General Fund in the amount of \$ 3,000.00 to Hogwild Pyrotechnics for the City of Hector's Annual Fireworks Display.

This resolution is approved on this 17th day of March 2025.

Sandro Bach

Recorder

3/17/2025
Date

Kathy Smith

Mayor

3/17/2025
Date

Present: 5

Absent: 0

Recused: 0

Opposed: 0

In Favor: 5

[illegible]



OUR BUSINESS IS BOOMING!

[illegible]



Firework Display Agreement

This Agreement is entered into on the date set forth below by Styles Inc. DBA Hog Wild Pyrotechnics, hereinafter referred to as "Contractor" and The City of Hector, AR, hereinafter referred to as "Consumer". For and in consideration of the terms and conditions incorporated and made a part herein, Consumer and Contractor mutually agree as follows:

1. Contractor shall produce a firework display for Consumer, hereinafter referred to as "Display" at Cecil Riley Memorial Park in Hector, AR. The Display shall be fired on June 14, 2025, at 9:30 PM. An alternate date, acceptable to both parties, shall be used if the original firing date and time stated are cancelled due to inclement weather.
2. Contractor shall produce the Display as a service to Consumer. Contractor shall provide the materials, equipment, labor, permits and insurance as required by law and or deemed necessary by Contractor for the successful completion of the Display. Contractor shall remove all pyrotechnic equipment after firing of the Display. Contractor shall not subcontract any portion of this contract to third parties.
3. Consumer agrees, at its own expense, to provide Contractor with a suitable site to stage the Display, which must be clear of all people, vehicles and or structures, acceptable to Contractor and the local authority having jurisdiction, to accommodate the normal firing and fallout of debris from the Display. Consumer shall allow sufficient time and access to Contractor to safely set up and Display on site. Consumer shall be responsible for the clean-up of the Display site.
4. Consumer agrees, at its own expense, to provide suitable security adequate to prevent any access to Display site by members of the public or persons not specifically approved by Contractor. To the extent allowed by law, any claim arising from injury to unauthorized people or damages to property left in the Display area are the sole responsibility of the Consumer due to the Consumer's negligence. To the extent allowed by law, Consumer agrees to hold Contractor harmless from such claim.
5. Consumer shall have the option to cancel the Display at any time. If Consumer cancels the Display prior to ten (10) days before the Display date, Consumer agrees to pay Contractor as liquidated damages, 50% of the Display price. If Consumer cancels the Display less than ten (10) days prior to the Display date, Consumer agrees to pay Contractor as liquidated damages 50% of the Display price and all costs incurred to that date by Contractor, including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is cancelled due to a Burn Ban or inclement weather prior to arrival on Display site, Consumer agrees to pay Contractor as liquidated damages 50% of the Display price and all costs incurred to that date by Contractor, including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is cancelled for any reason once set-up has begun on the Display site, Consumer shall forfeit 100% of the Display cost, and full payment is due immediately.
6. Consumer may elect to set a rain date for Display. The rain date for this Display shall be the Saturday of Hector Fest in 2026.
7. Contractor agrees to indemnify, defend and hold Consumer harmless from all claims and suits made against Consumer in conjunction with the Display. Contractor agrees to provide liability insurance coverage in the amount of \$2,000,000.00 for bodily injury and property damage, plus worker's compensation for all its employees. This indemnity and insurance shall cover the operations of Contractor only and does not extend to any other aspect of the event at which this Display shall be held. Should Consumer fail to perform its

obligations as set forth herein, Consumer agrees, to the extent allowed by law, to indemnify, defend and hold Contractor harmless from all claims and suits made against Contractor in conjunction with the Display.

8. This Agreement shall be governed by the laws of the State of Arkansas. It is agreed that any court of competent jurisdiction within Washington County, Arkansas, shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear its own attorney fees and costs.

9. Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between the Contractor and the Consumer. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severely responsible for their own separate debts and obligations.

10. Consumer agrees that in the event Contractor breaches this Agreement or is otherwise negligent in performing the Display provided herein, Consumer shall not be entitled to recover monetary damages from Contractor beyond the amount Consumer agreed to pay Contractor under this Agreement. Consumer shall not, under any circumstances, be entitled to recover any consequential damages from Contractor. This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

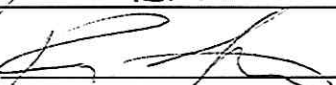
11. Contractor shall produce the Display for \$3,000.00. It is agreed that the Consumer shall pay the entire amount due on or before the Display date, prior to the start of the Display. If Consumer pays the full amount by April 15, 2024, Contractor agrees to add 10% more pyrotechnic product to Consumer's product budget as an early pay bonus.

IN WITNESS, WHEREOF, the Consumer accepts this Agreement:

The City of Hector, AR
Represented by:
Randy Smith, Mayor

Styles Incorporated
DBA Hog Wild Pyrotechnics
Tonya Martin, Owner



Printed Name: 

Date: 5/7/25



Printed Name: Tonya Martin

Date: 05/08/2025

HOG WILD



PYROTECHNICS

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INVOICE

Date: MARCH 23, 2025
INVOICE #HECTOR-2025

Bill To

CITY OF HECTOR

AR 27, 11594 - 11658
HECTOR, AR 72843
479-518-3501

Date	Description	Balance	Amount
3-23-25	1.4 G FIREWORK SHOW ON JUNE 14, 2025 LOCATION: CECIL RILEY MEMORIAL PARK IN HECTOR, AR		3,000.00

PAID
CHECK # 1391
DATE 5-8-25
General

APPROVED

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
\$3,000.00					\$3,000.00

Remittance

Statement # HECTOR-2025
Date MARCH 23, 2025
Amount Due **\$3,000.00**
Amount Enclosed

Make all checks payable to Styles Inc. DBA Hog Wild Pyrotechnics

Thank you for your business!!

Hog Wild Pyrotechnics 15653 Cow Face Road, Lowell, AR 72745 hogwildpyro@gmail.com 479-790-4200