

**SECOND ADDENDUM  
TO PRODUCTION AGREEMENTS  
BETWEEN PYRO SPECTACULAR, INC. AND  
CITY OF RIVERSIDE – LA SIERRA PARK & MT. RUBIDOUX**

This Second Addendum to Production Agreements, dated \_\_\_\_\_, by and between PYRO SPECTACULARS, INC., a California corporation, hereinafter referred to as ("PYRO"), and CITY OF RIVERSIDE, hereinafter referred to as ("CLIENT"), is in connection with the 2016 Displays set forth in the 3-year term Production Agreements for La Sierra Park and Mt. Rubidoux.

**WHEREAS:**

The parties entered into a Production Agreement for the La Sierra Park and Addendum to Production Agreement relating to 3 years of July 4 Fireworks programs on May 14, 2015; the parties also entered into a Production Agreement for Mt. Rubidoux and Addendum to Production Agreement relating to 3 years of July 4 Fireworks programs on May 14, 2015;

This Second Addendum sets forth the parties agreement for the July 4, 2016 productions at both La Sierra Park and Mt. Rubidoux;

On March 21, 2016, CLIENT paid the 2016 La Sierra Park deposit of \$10,000.00;

On March 21, 2016, CLIENT paid the 2016 Mt. Rubidoux deposit of \$15,000.00;

On May 19, 2016, CLIENT provided a notification of cancellation to PYRO that it would cancel the July 4 La Sierra Park Production for 2016 only;

In response and in consideration of the notice of cancellation of La Sierra Park Production and as a gesture of good faith, PYRO offered to provide CLIENT with additional fireworks product in the value of the \$10,000 (the amount of the liquidated damages cost that CLIENT was required to pay per the terms of the La Sierra Park Production Agreement) toward enhancement of Mt. Rubidoux Production;

On June 3, 2016, CLIENT reversed its decision and requested that PYRO reinstate the La Sierra Park Production, and PYRO indicated that the cost of the La Sierra Park Production would cost \$25,000 in order to order, prepare and assemble the required fireworks; and

On June 6, 2016, CLIENT requested PYRO to reinstate the La Sierra Park Production at the cost of \$25,000.00.

**NOW, THEREFORE:**

1. In consideration of their long association and the many successful productions that PYRO and CLIENT have had, PYRO agrees to apply the \$10,000.00 deposit for La Sierra Park Production and liquidated damages from the May 19 notice of cancellation of

the La Sierra Park Production to enhance the 2016 Mt. Rubidoux Production.

2. PYRO shall provide additional fireworks product to the 2016 Mt. Rubidoux Production only.

3. Paragraph 3.1.1 of the Mt. Rubidoux Production Agreement is amended to add the following:

PYRO shall provide additional fireworks product to the Mt. Rubidoux July 4, 2016 event only. The \$10,000.00 cost of the additional product shall be paid by crediting the \$10,000.00 deposit received for the La Sierra Park Production and liquidated damages from the original notice of cancellation of the 2016 La Sierra Park Production to the 2016 Mt Rubidoux Production.

4. PYRO shall provide fireworks product to reinstate the 2016 La Sierra Park Production only.

5. Paragraph 3.1.1 of the La Sierra Park Agreement is amended to add the following:

PYRO shall provide firework product to the La Sierra July 4, 2016 event only for \$25,000.00.

6. There is a balance of \$15,000.00 remaining for the 2016 Mt. Rubidoux Production.

7. There is a balance remaining for \$25,000.00 for the 2016 La Sierra Park Production.

8. All other terms of both Agreements shall remain in full force and effect, and the 2017 Productions are not affected by this Second Addendum

(Signatures on Following Page)

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized agents, have executed this Second Addendum to Production Agreements as of the date first written below.

PYRO SPECTACULARS, INC.,  
a California corporation

By: 

James R. Souza,  
President

Date: 6/8/16

CITY OF RIVERSIDE, a California charter  
city and municipal corporation

By: \_\_\_\_\_

City Manager

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

By: 

Deputy City Attorney