ORDINANCE NO. 2026-4670

ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOHNNY ROCKETS FIREWORKS DISPLAY COMPANY OF LINCOLNSHIRE, ILLINOIS FOR A VILLAGE FIREWORKS DISPLAY TO BE HELD ON JULY 3, 2027

WHEREAS, the Corporate Authorities of the Village of Barrington ("Village") desire to enter into an agreement for presentation of a fireworks display on July 3, 2027 as part of the Village's 2027 July 4th Independence Day celebration; and

WHEREAS, the Village requested and received from Johnny Rockets Fireworks Display Company of Lincolnshire, Illinois an Agreement for the presentation of such fireworks display on July 3, 2027, which Agreement dated September 14, 2026 provides for such presentation at a total not-to-exceed cost of Forty Thousand Dollars ($40,000.00), with no initial earnest money payment and with the full balance paid fifteen (15) days prior to the agreed upon fireworks display date of July 3, 2027 (the "Fireworks Display Agreement"); and

WHEREAS, the Corporate Authorities of the Village desire to approve the Fireworks Display Agreement and a related Addendum to Agreement to provide for the aforesaid 2027 fireworks display, copies of which documents are attached hereto as Group Exhibit A and thereby made a part hereof:

NOW THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of its authority as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and are hereby incorporated by reference as fully as if set forth herein.

SECTION 2: The Corporate Authorities of the Village hereby approve the Fireworks Display Agreement for presentation of the subject fireworks display on behalf of the Village on July 3, 2027 at a total not-to-exceed cost of Forty Thousand Dollars ($40,000.00) at the location specified in the related Addendum to Agreement.

SECTION 3: The Village President, or his designee, is hereby authorized on behalf of the Village to accept and execute the Fireworks Display Agreement dated September 14, 2026 and the related Addendum to Agreement between the Village and Johnny Rockets Fireworks Display Company, and the Village Clerk is hereby authorized to attest thereto and deliver to Johnny Rockets executed originals of both the Fireworks Display Agreement and the related Addendum to Agreement, copies of which are attached hereto as Group Exhibit A and thereby made a part hereof, which

collectively constitute and are referred to herein as "the Contract Documents" and to take all other necessary and appropriate actions to accomplish and implement said engagement of Johnny Rockets Fireworks Display Company for the subject fireworks display on July 3, 2027.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED THIS 14 DAY OF September 2026, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholer, Wondrasek, Duncan, Klauer, Prigge and President Moran

NAYS: NONE

ABSENT: NONE

RECUSE: NONE

APPROVED THIS 14 DAY OF September, 2026

Michael D Moran, Village President

ATTESTED AND FILED THIS
14 DAY OF September, 2026

James P. Dillon, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

(1) Fireworks Display Agreement

(2) Addendum to Agreement

FIREWORKS DISPLAY AGREEMENT

This FIREWORKS DISPLAY AGREEMENT ("**Agreement**") is entered into this 14 day of September 20 26 by and between Johnny Rockets Fireworks Display Company ("**Johnny Rockets Fireworks Display Company**" or "**Johnny Rockets**") and _____ ("**Customer**").

In consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Johnny Rockets Services. Johnny Rockets hereby agrees to provide the fireworks display performance services (the "**Display Services**") at the time and location and in the manner set forth in the attached Bid Proposal, which is incorporated herein by reference and made a part hereof. In the event of a conflict of any of the terms of this Agreement and the terms of the attached Bid Proposal, the terms of this Agreement shall govern. Subject to the additional terms and conditions set forth elsewhere herein, Johnny Rockets shall perform its duties and obligations hereunder in accordance with the following terms:

    a. Materials and Fireworks Personnel. Johnny Rockets shall supply, at its sole cost and expense, all fireworks and related launch materials and all personnel required in connection with the performance of its duties hereunder.

    b. Licenses and Permits. Johnny Rockets shall obtain and maintain all necessary licenses, permits and approvals which are required for the performance of its obligations hereunder;

    c. Cooperation with Customer. Johnny Rockets shall assist Customer, and provide personnel as available, to reasonably assist Customer with the performance of its obligations herein. Johnny Rockets' failure to provide additional assistance or personnel shall not relieve Customer of its duties and responsibilities.

    d. Compliance with Applicable Code(s). Johnny Rockets shall complete all aspects of the display performance in accordance with applicable state, federal, and local fire and fireworks codes, including NFPA 1123. Johnny Rockets reserves the right to delay or cancel Performance in the event Customer seeks performance in violation of applicable Code(s), or fails to provide appropriate safety distances as described in Section 2.

2. Customer's Duties and Responsibilities. Subject to the additional terms and conditions set forth elsewhere herein, Customer shall perform its duties and responsibilities hereunder in accordance with the following terms:

    a. Fireworks Personnel. Customer acknowledges and agrees that Johnny Rockets and its authorized personnel shall be solely responsible for the handling of any and all fireworks materials to be utilized in connection with the Services, and that Customer, its agents, affiliates, employees and personnel are strictly prohibited from handling any such materials.

    b. Designation of Launch Site, Fallout Area, Viewing and Parking Areas. Customer

agrees to provide all necessary personnel and assistance and to fully cooperate with Johnny Rockets to designate and determine which areas will serve as:

i. the launch site at which the Display Services will be performed (the "**Launch Site**");

ii. the areas surrounding the Launch Site that will be designated as fallout areas (the "**Fallout Areas**"); and

iii. the appropriate viewing and parking areas (the "**Public Areas**") at which spectators may be present during the performance of the Display Services.

Public Areas must at all times be at a safe distance, as determined by Johnny Rockets in consultation with any applicable fire protection agency or governmental representatives, from the Launch Site and Fallout Areas. Johnny Rockets shall not bear any responsibility for any damage to persons or property located in and around the Launch Site, Fallout Areas, or Public Areas arising from or in connection with Johnny Rockets' performance of the Display Services hereunder, unless such damage is the result of the gross negligence or willful misconduct of Johnny Rockets or its personnel.

Launch Site and Fallout Areas will be determined by Johnny Rockets, in consultation with applicable Code, the Authority Having Jurisdiction (AHJ), and customer.

c. No Unauthorized Personnel in Launch Site and Fallout Area. Customer acknowledges and agrees that no person, except Johnny Rockets, its authorized personnel, and authorized personnel from any fire protection agency or governmental authority, shall be present at any time in either the Launch Site or Fallout Area during the performance of the Display Services.

d. Customer's Responsibility to Provide Security. Customer acknowledges and agrees that it is solely responsible for providing a sufficient number of police and/or other security personnel and all appropriate security fences, barricades or other security apparatus necessary to ensure the appropriate level of protection and security of the Launch Site, Fallout Area and Public Areas as well as proper crowd control during the performance of the Display Services. Johnny Rockets reserves the right to refuse to perform or to cease performing the Display Services if at any it determines, in its sole reasonable discretion that Customer has failed to properly secure the Launch Site, Fallout Area and/or Public Areas, which such failure shall be treated as a breach of this Agreement by the Customer and for which breach Customer shall bear sole liability. In the event that Customer is unable to provide appropriate security and Johnny Rockets determines the display cannot be safely performed, the Customer shall be responsible for full payment under the Bid Proposal.

e. Fire Protection Agency and Local Government Involvement. Customer shall assist Johnny Rockets in facilitating the cooperation of local fire protection or other appropriate government agencies whose participation and involvement is required in connection with the performance of the Display Services hereunder.

f. The Customer assumes all responsibilities within the Launch Site and Fallout Areas.

Except for an instance of gross negligence or willful misconduct as set forth above, Johnny Rockets will not be responsible for any damage within or adjoining the Launch Site and Fallout Areas, including but not limited to damage to buildings, tents, vehicles, equipment, or personal property. Any damages to any buildings or property located within the Launch Site and Fallout Areas will be the sole responsibility of the Customer.

3. Disruption of Services Due to Factors Outside the Parties' Control. Johnny Rockets, in consultation with Customer and the AHJ, shall determine if it is necessary to interrupt, cancel or postpone the performance of the Display Services as a result of any unacceptable and/or unsafe environmental condition, including, without limitation, excessive wind, rain, drought, lightning, or other such condition which might endanger the safety of persons or property.

   Each party's obligations to perform hereunder will be excused in the case of a Force Majeure Event to the extent beyond the Party's reasonable control, which is defined to include (but is not limited to): acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, supply chain disruptions which prevent Johnny Rockets from obtaining the necessary materials to perform the Display Services; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display Services are scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

   The final decisions regarding public safety and disruption of services shall be made by Johnny Rockets.

   In the event Johnny Rockets is entirely unable to perform the Display Services due to government entity determinations beyond Johnny Rockets' control, including but not limited to determinations by the AHJ or other State or Federal regulatory body; Johnny Rockets shall be relieved of its duties and obligations under this contract.

4. Johnny Rockets Rescheduling. Johnny Rockets will work with all customers to ensure a timely and safe fireworks display, but as noted above, certain Display Services may have to be rescheduled with limited notice. Johnny Rockets will immediately inform Customer of any unanticipated interruption in services and will endeavor to reschedule the display as soon as practical or on a mutually agreeable date in the same calendar year. Customers whose display services must be postponed by Johnny Rockets, who reschedule within the same calendar year, will not be charged an additional fee.

   Customer's Rescheduling. Customers who believe their display may need to be cancelled or postponed should contact Johnny Rockets as soon as practical. Customers who must postpone displays services due to circumstances beyond their control who reschedule within the same calendar year will not be charged any additional fee.

   Cancellation. Prior to the Display Date, if it becomes necessary for Johnny Rockets to cancel the Display Services and not reschedule, Customer shall be entitled to a full refund of any payment made. Prior to the Display Date, if Customer choses to cancel the display and not reschedule, Johnny Rockets shall be entitled to 75% of the contract price for out-of-pocket

expenses incurred in preparation for the display. If display setup has begun, Customer shall pay Johnny Rockets the full amount due hereunder unless the display is rescheduled as described above.

5. Unfired Firework Product and Subsequent On-Site Destruction. Customer acknowledges that, due to circumstances beyond the control of Johnny Rockets, certain firework products may not be fully fired during the course of the Performance as outlined on the Bid Proposal. Customer and Johnny Rockets agree that those materials will be destroyed on site, following the Display, in accordance with any necessary discussions between Johnny Rockets, Customer, and the AHJ. No live pyrotechnics or fireworks will remain after the completion of the display and subsequent destruction, either on site or for transport back to Johnny Rockets Facility.

6. Fees for Services. In consideration of the Services to be provided by Johnny Rockets hereunder, Customer shall pay Johnny Rockets compensation at such times and in such amounts as set forth in the Bid Proposal. Unless otherwise set forth in the Bid Proposal: (1) Full payment shall be due within seven () days prior to display date, (2) past due balances shall accrue interest at 2.5% per month, (3) any costs incurred in late-payment collection, including but not limited to attorneys' fees, court costs, and collection agency fees, shall be the Customer's responsibility.

7. Insurance and Limitations of Liability. Each party shall procure and maintain, at its sole cost and expense, policies of comprehensive liability insurance coverage for itself in such amounts as set forth in the Bid Proposal or, if no amount is specified, in such amounts as are necessary to meet or exceed industry standards and all applicable requirements of local, state and federal law.

   Johnny Rockets shall maintain commercial general liability insurance and umbrella coverage with combined limits of up to Five Million Dollars ($5,000,000.00) per occurrence as well as appropriate worker's compensation and automobile coverage.

   Customer is responsible for obtaining appropriate event liability or general liability insurance. Each party shall furnish to the other evidence of such insurance coverage upon request. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract. The insurance coverage required herein shall not be canceled or reduced without ten (10) days prior notice to the other Party.

   Johnny Rockets agrees to defend, indemnify, and hold harmless the Customer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by Johnny Rockets related to the performance of the fireworks. Customer agrees to give the Johnny Rockets prompt notice of any claims or demands and to cooperate with Johnny Rockets or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

   For any injury or property claims that may arise during the course of Customer's event, not arising out of Johnny Rockets' acts or the performance of the fireworks, Customer's insurance shall be primary. Regardless of insurance coverage, Customer agrees to defend, indemnify, and hold harmless Johnny Rockets, John Panchisin individually, and its agents, officers, contractors, and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or

wrongful act or omission by the Customer or third-parties occurring during the course of Customer's event. In the event of such a claim, Johnny Rockets shall have the right to appoint counsel for Johnny Rockets, at the cost and expense of Customer, and Johnny Rockets shall have the right to control and to direct the defense. Customer shall not compromise, resolve, or settle, and Customer shall not offer to compromise, resolve, or settle, such a claim without the prior written consent of Johnny Rockets, consent which may be conditioned, delayed, or withheld within the sole and absolute discretion of Johnny Rockets.

In no event shall Johnny Rocket's liability to Customer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Under no circumstances shall John Panchisin be personally liable for any claim related to this Agreement the services provided. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

8. Relationship of Parties. Customer shall retain Johnny Rockets only for the purposes and to the extent set forth in this Agreement. Johnny Rockets, its personnel and staff shall be retained as independent contractors and shall not be considered under the provisions of this Agreement or otherwise as having employee status. Johnny Rockets shall be responsible for the payment of all taxes and withholdings with respect to payments it receives in connection with this Agreement.

9. Term and Termination.

    a. The term of this Agreement shall commence upon the execution hereof and shall continue in full force and effect until such time as both parties hereto have satisfied their respective obligations hereunder.

    b. Notwithstanding the immediately preceding subsection, either party shall have the right to terminate this Agreement in the event the other party commits a material breach of any provision of this Agreement and fails to promptly cure such breach following receipt of notice from the other party that such breach has occurred.

    c. Termination of this Agreement for any reason shall discharge only those obligations that have not accrued as of the effective date of termination. Any right or duty of the parties based on either the performance or breach of this Agreement prior to the effective date of termination shall survive the term of this Agreement.

10. Assignment. This Agreement shall not be assigned by one party without the prior written consent of the other party hereto.

11. Waiver. No waiver by a party of a right or breach under this Agreement shall be effective unless in writing and any such waiver shall not be deemed a waiver of any subsequent right or breach whether of a similar nature or otherwise.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflict of law

provisions. The parties agree that any action or proceeding to enforce or arising out of this Agreement must be commenced in a State or Federal court of competent jurisdiction, located in or for Cook County, Illinois. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in such court.

13. Notice. Any notice pertaining to the Agreement shall be in writing, addressed to the other party at the address set out below, or such other address as provided by notice and any notice shall be sent by Federal Express or similar overnight mail service or by facsimile to:

If to Johnny Rockets:

Johnny Rockets Fireworks Display Company
102 Brookwood Lane
Lincolnshire, IL 60069
847-912-7222
Attention: John Panchisin

If to Customer:

Name: Village of Barrington
Address: 200 S Hough St
City: Barrington IL 60010
Contact: Clancy Potts 847-304-3406
Approved: Signature _____

14. Severability. If any provision of this Agreement or portion thereof should be declared invalid for any reason, the invalid provision or portion hereof shall be deemed omitted and the remaining terms shall nevertheless be carried into effect.

15. Counterparts. This Agreement may be executed in counterparts, any of which need not contain the signature of more than one party, but which counterparts taken together shall constitute one and the same Agreement.

16. Entire Agreement. This Agreement, including any and all Exhibits attached hereto, constitutes the entire understanding among the parties and supersedes any prior understanding and/or written or oral agreements among them with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

JOHNNY ROCKETS DISPLAY COMPANY

BY: John Panchisin
ROLE: President

CUSTOMER

BY: Mike Moran
ROLE: Village President
ENTITY: Village of Barrington

BID PROPOSAL

SERVICES. Johnny Rockets Fireworks Display Company agrees to furnish the necessary services and materials for the Village of Barrington, Illinois. The proposed fireworks display is scheduled for July 3rd, 2027, at approximately 9:30 p.m. Rain date to be July 5th of that calendar year or TBD.

The presentation will consist entirely of aerial fireworks and will run approximately 20-25 minutes. If weather conditions require a change to the scheduled date or time, either Johnny Rockets Fireworks Display Company or the Customer may request a modification, subject to the terms outlined in the signed Fireworks Display Agreement.

CONSIDERATION. In exchange for the services and materials described in this proposal, the total cost of the fireworks display will be forty thousand dollars and zero cents ($40,000.00). Payment will be due in full within 15 days prior to the scheduled display, unless different payment terms are established in the Fireworks Display Agreement.

Subject to approval by the Village of Barrington, the agreement will automatically continue for four additional consecutive years, covering 2028, 2029, 2030, and 2031. The price may be adjusted by 5-10% annually each year to adjust for cost increases. The annual increase subject to approval by the Village of Barrington.

The remaining terms, conditions, and responsibilities of both parties will be governed by the signed Fireworks Display Agreement.

ADDENDUM TO AGREEMENT DATED SEPTEMBER 14, 2026 BETWEEN
JOHNNY ROCKETS FIREWORKS DISPLAY COMPANY AND
THE VILLAGE OF BARRINGTON FOR JULY 3, 2027 FIREWORKS DISPLAY

This Addendum is entered into this __ day of September, 2026 and shall be and is hereby made part of the Fireworks Display Agreement dated September 14, 2026 between Johnny Rockets Fireworks Display Company, 102 Brookwood Lane, Lincolnshire, IL 60069 and the Village of Barrington, Illinois (the "Agreement") for the performance of a fireworks display for the Village of Barrington scheduled for July 3, 2027 at the Launch Site depicted on Exhibit A attached hereto and thereby made a part hereof (hereinafter, the "performance of the fireworks display" or the "fireworks display"), and the terms and conditions of this Addendum shall prevail and control to the extent it is inconsistent with said Agreement dated September 14, 2026.

Both Johnny Rockets Fireworks Display Company (hereinafter, "Contractor" or "Johnny Rockets Fireworks Display Company") and the Village of Barrington ("Village") understand and mutually agree as follows (the Contractor and the Village may hereafter collectively be referred to as the "parties" and individually as a "party"):

A. Fireworks Display Site: The specific location of the fireworks display site is four hundred twenty feet (420') west of Hart Road, due west of the Barrington High School baseball diamonds, and the Contractor hereby approves the Launch Site as shown on the aerial map attached hereto as Exhibit A and thereby made a part hereof (sometimes referred to herein as the "Launch Site" or the "fireworks display site"):

   Address of Launch Site: Vacant site at 20439 N. Hart Road (South of 600 Hart Road office building)
   City/State/Zip Code: Barrington, IL 60010

   The Barrington Community Unit School District 220 is the owner of the aforesaid fireworks display site.

B. The Agreement and the Contractor's Bid Proposal which is attached thereto shall be and are hereby amended as follows:

   1. Paragraph "2e", "Fire Protection Agency and Local Government Involvement", of the Agreement shall be and is hereby modified to read as follows: "Fire Protection Agency and Local Government Involvement. Customer shall assist Johnny Rockets in facilitating the cooperation of ~~local fire protection or other appropriate government agencies~~ the Village of Barrington Fire Department and the Village of Barrington Police Department for purposes of traffic control, crowd control and/or security services whose participation and involvement is required in connection with the performance of the Display Services hereunder."

   2. The following paragraph of the Contractor's Bid Proposal shall be and is hereby modified to read as follows: "Subject to approval by the Corporate Authorities of the Village of Barrington, the Agreement ~~will automatically continue~~ may be extended for

four (4) additional consecutive years, covering 2028, 2029, 2030, and 2031. Each additional contract year will require a separate Village Board action for approval by the Village. For the years 2028, 2029, 2030 and 2031, for a fireworks display and performance equal to or better than the Contractor's 2027 performance, which fireworks display shall be scheduled on a date mutually agreed to in writing by the Parties, the price may be adjusted annually by a 5-10% increase over the prior year's price to adjust for cost increases. The annual increase shall be subject to the prior written approval ~~by~~ of the Village of Barrington Village Manager, or the designee of the Village Manager."

C. The Contractor agrees to indemnify, defend, and hold harmless the Barrington Community Unit School District 220, the Village, and their respective elected and appointed officers, employees, agents and volunteers from and against all claims, costs, judgment, damages and expenses, including reasonable attorney fees, as a result of and/or that may or shall arise from the performance of the fireworks display by the Contractor as provided for in that certain Agreement between the Contractor and the Village dated September 14, 2026. The Village agrees to give the Contractor prompt notice of any claims or demands to the extent it has knowledge of same and to cooperate with the Contractor or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. The provisions of this paragraph shall survive any termination and/or cancellation of the subject contract between the Parties.

D. The Village agrees to hold the Contractor harmless and defend the Contractor from any and all claims brought against the Contractor for any and all acts of any officer(s) and/or employee(s) of the Village relating to the event for which the fireworks display is performed, provided, however, nothing contained herein shall abrogate or reduce the tort immunity of the Barrington Community Unit School District 220, the Village, or their respective elected and appointed officers, employees, agents, and volunteers, which is provided by the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILC 10/1-101, et seq.). The provisions of this paragraph shall survive any termination and/or cancellation of the subject contract between the Parties.

E. No party shall be obligated to hold harmless and indemnify the other party for the negligence and/or intentional acts of such other party.

F. The Contractor agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage, in an amount not less than Five Million Dollars ($5,000,000) provided by an insurance company qualified to do business in the State of Illinois, as well as workmen's compensation coverage in the statutory limit(s). The Village of Barrington and its elected and appointed officers, employees, agents and volunteers and Barrington Community Unit School District 220 and its elected and appointed officers, employees, agents and volunteers shall be listed as additional insureds on the insurance certificate(s) for the public liability and property damage coverage.

G. At the time of the Parties' execution of this Addendum and the related Agreement between the Parties, Johnny Rockets is shown as being in good standing with the Illinois Secretary of

State and qualified to do business in Illinois. Johnny Rockets agrees to and shall be required to maintain such good standing with the Illinois Secretary of State through and including the date of each annual fireworks display and thereafter through any rain date for the agreed upon performance of the fireworks display.

H. This Addendum to Agreement and all other Contract Documents shall be governed by Illinois law and the venue for any action to enforce or interpret this Addendum to Agreement or any other Contract Documents shall be in the Circuit Court of Cook County, Illinois.

I. The Johnny Rockets Fireworks Display Company Agreement with the Village dated September 14, 2026 which includes the Johnny Rockets Bid Proposal which is attached thereto, this Addendum to Agreement, and the related Certificate of Insurance contain the entire agreement (hereinafter, the "Contract Documents") between the Parties for the subject July 3, 2027 performance of the fireworks display and any prior agreements are terminated. The Contract Documents may only be amended, revised, or terminated by either party hereto in writing, executed by the party against which enforcement is asserted. The parties hereto do mutually and severally guarantee the terms, conditions, and obligations under the Contract Documents to be binding upon the parties, themselves, their successors and assigns.

JOHNNY ROCKETS FIREWORKS DISPLAY COMPANY
("Contractor")

By: John Panchisin
Its President/Owner

ATTEST: Anna Panchisin
Its Secretary

VILLAGE OF BARRINGTON
("Village")

By: _____
Its Village President

ATTEST: _____
Its Village Clerk

EXHIBIT A

AERIAL MAP OF LAUNCH SITE

BARRINGTON
Be Inspired

Fireworks

Fireworks Launch
Buffer 250 ft
Parcel Lines

1:3,600
300 Feet

Projection: State Plane (Illinois East)
Map Units: Feet
Source: VOB GIS, Cook Co., Lake Co.
Date: 6/25/2025

Disclaimer of Liability
GIS maps and related data contained herein ("maps and data") made available by the Village of Barrington are intended for reference purposes only. The Village provides such maps and data AS IS without any implied or expressed warranties as to its accuracy and completeness. Such maps and data are believed to be accurate, but accuracy is not or any way guaranteed and modifications are made to such maps and data on an ongoing basis as new information becomes available. Any use and/or application of such maps and data is done solely at the user's own risk.