



ADDENDUM #1

2018 OPEIA

OPERATING POLICY OF
ERIE COUNTY CONVENTION CENTER AUTHORITY
FOR THE
ERIE INSURANCE ARENA

THIS ADDENDUM IS MADE A PART OF THE MAIN LEASE AGREEMENT

TICKETED EVENT

\$4,250.00 guarantee vs. 12% of gross ticket sales, whichever is the greater, per day or performance.

OTHER EVENTS

(such as exhibitions, trade shows, seminars, graduations and the like) Base rent guarantee of \$4,250.00 p/event day (+move-in/set-up). If rented consecutively for more than one (1) day, then the rate of \$3,250.00 p/event day applies for all consecutive days used following the first day.

MOVE-IN/SET-UP FEES: \$2,500.00/Day

This rate is applicable charge to exhibitor/lessee for move-in and/or set-up on day(s) before event or performance activity for moving in and setting up of equipment, booths, etc.. If move-in/set-up can be accomplished on same day of event or activity, then there will be no charge for move-in/set-up.

MOVE-OUT/TEAR-DOWN FEES: FLAT \$2,500.00/Day (or \$250.00 per hour or fraction thereof)

Fee for move-out/tear-down is not charged to the exhibitor/lessee if move-out is accomplished at the end of the performance/event or activity **before MIDNIGHT of the same day.** Beyond midnight a fee of \$250.00 per hr. (or fraction thereof) will be charged, or a flat fee of \$1,000.00, whichever is the lesser.

ICE TIME RENTAL for use of ice floor for sport, exhibitions, instruction, competition and the like is charged for at the rate of \$240.00 per hour (or any fraction thereof). In addition to the ice time rental fee are expenses for staffing, security, equipment, etc. as per the operating policy of the Arena.

ABOVE RENTAL RATES DO NOT INCLUDE:

Stagehands, electricians, ticket sellers, ticket takers, ushers, door guards, security, EMT, sound equipment, video board, follow spots, special lighting (other than normal), platforms, risers, tables, chairs, booth drapery, linen, forklift or extraordinary janitorial or maintenance work. Removal of excessive material such as packing cases, crates, cartons, earth, decorations and the like is considered "extraordinary" and a fee will be charged the exhibitor/lessee to perform this work by Arena personnel. The Arena reserves the right to determine the need and number of persons to accomplish removal of above items or clean up. Prevailing labor rates, as outlined elsewhere in this operating policy of the Arena, will apply and payment of same is due upon presentation of Arena invoice(s).

DEPOSITS: The deposits needed to secure the Arena facilities are as follows:

One-half (1/2) of the basic rental fee is required at the time of the contract signing unless the Arena management decides, in their judgment, circumstances necessitate a special deposit or due date. This could include payment of the full deposit of the entire rental fee and anticipated facility expenses and could require payment of deposit in the form of cash or certified check.

Signed contract(s) must be returned to the Arena NO LATER than FOURTEEN (14) DAYS after receipt. In the event the contract agreement is late in being returned or returned without the required deposit, the Arena reserves the right to release the date for other use. Agreements must be signed by both parties, the lessee and the Arena to be considered a fully executed binding agreement.

The amount of the deposit PLUS security deposit will depend on the situation and the Arena reserves the right to request "security deposits".

Security deposits will be returned to lessee no later than forty eight (48) hours after the last performance, less any damages or costs, if any.

INSURANCE: Limits of liability must comply with the following schedule of limits:

A. COMMERCIAL GENERAL LIABILITY:

Such insurance must be on the Occurrence Form (Claims-Made Form is not acceptable to the Arena), and the insurance is to cover the indemnification wording stated under Clause #10 in the main lease agreement (Use of Premises).

Minimum limits of liability:

\$ 1,000,000	General Aggregate
\$ 500,000	Products-Comp/Ops Aggregate
\$ 500,000	Personal & Advertising Injury
\$ 500,000	Each Occurrence
\$ 50,000	Fire Damage (Any One Fire)

B. AUTOMOBILE LIABILITY:

Such coverage shall be on the Comprehensive Form covering all owned, non-owned and hired vehicles of the Lessee.

Minimum limits of liability:

\$ 500,000	Bodily Injury - Per Person
\$ 500,000	Bodily Injury - Each Accident
\$ 500,000	Property Damage - Each Accident
	OR
\$ 500,000	Combined Single Limit (CSL) Bodily Injury and Property Damage

ADDITIONAL INSURED: The following must be endorsed onto the policies as "**Additional Insured**":

The Commonwealth of Pennsylvania;
The County of Erie;
The City of Erie;
The Erie County Convention Center Authority

C. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY:

Minimum limits of liability:

Statutory	Workers' Compensation
\$ 100,000	Each Accident
\$ 500,000	Disease-Policy Limit
\$ 100,000	Disease-Each Employee

CANCELLATION CLAUSE: The insurance certificate issued must be amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will, by registered mail, send thirty (30) days notice to the named certificate holder."

CITY OF ERIE AMUSEMENT TAX REQUIREMENTS: A tax at the rate of **three percent (3%)** has been imposed by the City of Erie, Pennsylvania, for general revenue purposes, upon the price of admission to any amusement within the City, pursuant to Ordinance 11-2006. When the sale of tickets for any performance or event subject to the aforesaid amusement tax is conducted exclusively through

Lessor's ticketing system, it is understood and agreed that Lessor shall have sole responsibility for the remittance of the amusement tax revenue to the taxing body. If for some unique circumstance the sale of any ticket for such a performance or event is conducted outside the ECCCA ticketing system, it is understood and agreed Lessee shall have sole responsibility for the remittance of the amusement tax revenue to the taxing body. All amusement tax revenue shall be forwarded within fifteen (15) days of the performance or event to: Coordinator of Municipal Licensing, Erie City Municipal Building, 626 State Street, Room 507, Erie, PA 16501.

TICKETS & ADMISSIONS: The Lessor shall at all times maintain control of all tickets and direction of the ticket office, ticket personnel and ticket sales revenue till event settlement. Advance ticket sales must be administered by the Lessor and the participation by other agents/parties in ticket sales and distribution is strictly prohibited. The Lessee will be provided a statement showing the number of tickets printed, and under no circumstances will more tickets than the capacity of the facility for any particular event be printed or sold. Lessor shall at all times control their ticketing and access for the suites and club seats. Lessee acknowledges that the Lessor has sold the rights to its suites and access is limited to the respective owners. The revenue for the sale of suites and personnel seat license fees are the property of the Lessor. **LESSOR RETAINS ALL RIGHTS TO TICKET REVENUES FROM ALL THREE HUNDRED EIGHT (308) SUITE TICKETS.** The owners of the Club seats are required to obtain event tickets to Lessee's event if they desire to use their Club seat for the event. Club seat tickets will be priced at a dollar value no greater than the dollar value of the admission ticket for access to respective Arena seats located in the first row below the first row of Club seats. Lessee retains all rights to ticket revenues from all 301 Club seats. All tickets will contain the proper information relative to the activity, date, time, place, price and location of seat. All persons entering the facility must have a ticket except those employees of the Arena, the presenter, the Lessee, and those otherwise personally connected with the Performance and on the activity as well as those mutually agreed upon having business therein. Lessor will provide stage passes or other credentials for entrance to stage or dressing room areas for the artists, technicians and other authorized personnel. These passes must be held to a reasonable number to avoid undue confusion in these areas.

BOX OFFICE CHARGES: A fee of three (3) percent of the adjusted gross ticket sales (after the service charge is deducted) **sold at the Arena box office** will be charged Lessee for the handling, procuring, selling and reconciliation of all ticket sales and reports. A minimum charge of \$500.00 will be assessed for a single engagement or performance. A fee of ten (10) cents per ticket will be charged the Lessee for those tickets "pre-pulled" for promotion or trade consideration. Final audit and reconciliation of Lessee's engagement is performed on the last day of the event at the time of box office closing and before the first intermission or at such other time as is mutually agreed upon between Lessor and Lessee.

The service charge and amusement tax amount will be automatically applied to the base ticket price.

The advertised ticket price shall include the "service charge" and the City of Erie amusement tax.

Convenience service charges will be charged to patrons who purchase tickets via phone and internet. These convenience charges will vary depending on the established price of the ticket. Contact the Box Office to determine the convenience charges and handling fees applicable to your event.

BOX OFFICE HOURS:

REGULAR HOURS

Mon – Fri.	Event Days	10:00 AM thru intermission
	Non –event days	10:00 AM – 5:30 PM
Sat.	Event Days	10:00 AM thru intermission
	Non-event days	10:00 AM -2:00 PM
Sun.	Event Days	NOON thru intermission
	Non-event days	Closed

SUMMER HOURS (MEMORIAL DAY THRU LABOR DAY)

Mon. – Fri.	Event days	10:00 AM thru intermission
	Non-event days	10:00 AM – 5:00 PM
Sat.	Event Days	10:00 AM thru intermission
	Non-event days	Closed
Sun.	Event Days	NOON thru intermission
	Non-event days	Closed

(Box Office schedule will be modified to accommodate morning or matinee performances.)

MASTERCARD/VISA/AMERICAN EXPRESS/DISCOVER CARD CREDIT ACCEPTANCE FOR TICKET PURCHASES: The Arena will accept purchases of tickets on MASTER CARD/VISA/ AMERICAN EXPRESS & DISCOVER cardholder accounts via mail, by phone or in person at Arena box office. A fee of 3.75% is charged to the Lessee on the gross amount of credit card sales for in person box office sales only. An additional charge is passed on to the consumer for credit card sales purchased via the internet and phones. Any and all fees or other charges for handling and/or administrative purposes, for phone and internet purchases, will remain the property of the Arena. The Lessee assumes full risk for any loss for any and all uncollectible monies as a result of the use of the card for ticket purchase, whether by fraudulent or invalid cards or any disputed purchase or cardholder dispute. The Arena will use every reasonable means to collect and protect the Lessee from any loss of any receipt of money from credit card purchase(s).

COMPLIMENTARY TICKETS: The Arena management reserves the right to monitor the use, number and distribution of all complimentary tickets by the lessee. Further, the lessee/presenter will provide a minimum of forty (40) complimentary tickets to the Arena for each event, performance or activity scheduled. Use and distribution of same will be at discretion of Arena management.

SERVICE CHARGE ON ADMISSIONS:

\$2.00 SERVICE CHARGE COLLECTED ON EACH PAID ADMISSION OVER \$20.00

\$1.00 SERVICE CHARGE COLLECTED ON EACH PAID ADMISSION \$10.01-\$20.00

\$.50 SERVICE CHARGE COLLECTED ON EACH PAID ADMISSION \$10.00 AND UNDER

CONCESSIONS: The Arena reserves the sole right to provide for sale all concessions including, but not limited to, confections, tobacco, all beverages, all food, souvenirs, coat checking, tapes, garments, programs, novelties, books, records, pennants and the like. Food and beverages are not allowed to be brought in.

Lessee and/or artist, or their representatives, agents, pursuant to the agreement, shall be permitted to sell souvenirs, programs, records, novelties, tapes, garments, books, pennants and other items as approved **ONLY WITH PRIOR PERMISSION**, in writing, **from the Arena concession services contractor**. The right to vend in the seating area is exclusively reserved by the Arena and/or concession services contractor during any performance. **NO sale of any item(s) or object(s) may be made on the Arena premises without the PRIOR approval of the Arena and/or the concession services contractor.**

SIGNAGE: Any signs on the Arena premises, inside or outside, must have the approval of the Manager as to size, number, quality, content, location and method of hanging. By such permission, however, the Erie County Convention Center Authority does not accept any responsibility in any manner for content. **THE ARENA WILL REMOVE AT THE TENANT'S EXPENSE ANY UNAUTHORIZED SIGNS.** Furthermore, the Arena assumes no responsibility for the care of such signage.

SMOKING: The Erie Insurance Arena is operated as a smoke free facility. Lessee shall abide by this policy and enforce this policy whenever necessary. Lessor shall have the right to intervene if this policy is not maintained and take whatever action necessary to preserve the smoke free environment.

HELIUM BALLOONS: The use of helium balloons is prohibited in the Erie Insurance Arena without specific written approval of the Erie Arena's management.

DATE PROTECTION POLICY: The Erie Insurance Arena, in the best interest of all potential building users, reserves the right to maintain a reasonable time period of at least thirty (30) days between similar types of commercial consumer shows (exhibits, sports shows, sales, family events, musical productions, etc.). Some event types may require additional time separation. It is the intent of the Erie Insurance Arena to invoke this time separation as a means of insuring the success of all events held in our facilities.

FIRE MARSHAL/RESTRICTED SUBSTANCES: As a major public facility, safety codes and fire regulations are necessary concerns. For this reason, all floor plans are subject to approval by the Fire Marshal. Use of public foyers for purposes other than registration and lounging is strictly prohibited. Under no circumstance may a fire exit in the building be blocked in any way during an event. The Erie County Convention Center Authority will periodically inspect the fire exits and tenants violating this policy will immediately clear the exit and face both fines and may be prohibited from using the facility for future events.

The Erie County Convention Center Authority and the Fire Marshal must be advised in advance of any flammable liquids or gases that a tenant, or an exhibitor, wish to bring into the building, not less than ten (10) days prior to any scheduled event. If such circumstances are considered a risk to the health and well-being of the public, access may be denied or restricted to use under special safety conditions as established by the Fire Marshal. Under no circumstances will propane, butane, or LP gases be permitted in the facility.

The Erie County Convention Center Authority and the Fire Marshal must be advised in advance if any indoor or outdoor fireworks or pyrotechnic displays are contemplated for an event. A completed copy of the attached firework/pyrotechnics application must be review by the Fire Marshal at least ten (10) days prior to the event.

If Lasers are to be used, they must be manufactured and operated under United States Food and Drug Administration Compliance Policy Guide Statement #22. The Variance Number, as issued by the United States Food and Drug Administration Arena for Devices, and its expiration date shall be supplied to the Erie County Convention Center Authority and to the Fire Marshal not less than ten (10) days prior to any scheduled event.

Tenants wishing to display motor vehicles in the building must abide by safety guidelines established by the Fire Marshal. The Erie County Convention Center Authority will periodically inspect vehicles brought into the facility and tenants violating these guidelines will face both fines and may be prohibited from using the facility for future events. Copies of these guidelines are attached.

GENERAL CONDITIONS: Basic rental covers normal heating, cooling, janitorial service, water, normal lighting and other normal equipment as is in place for the day to day operation of the Arena.

Sound technician will be required for operation of the sound system. The Arena will store advance shipments of show or convention equipment as availability of storage space permits. The lessee is encouraged to schedule shipments to arrive with the move in of the event. The Arena accepts no responsibility for care of such shipments.

Use of electronic outdoor sign will be left to the discretion of the Arena management, however, Lessee will be given priority.

Lessee bears all costs incurred for Arena personnel, as required and as appears in this Operating Policy. However, lessee may, in some cases, with Arena PRIOR approval, be permitted to use their own personnel. Arena personnel are required to be present and employed at all events for the safety, code and convenience of the patron and ordinances. Arena may employ, or cause to be employed, certain additional personnel necessary for the safe and efficient operation of the facility.

Lessee shall not post, affix or otherwise display any advertising of ANY nature without the PRIOR written approval of the Arena.

It shall be the obligation of the lessee, at lessee's expense, for stage crew personnel to return the stage performance area to a clear (struck) position at the end of lessee's day of use, if required due to overlap of rental from one period of the day to another (double-booking-segmented day). Arena will use every means to avoid any double or segmented day bookings.

EQUIPMENT RENTAL

FOLLOW SPOTLIGHTS.....\$100.00 p/light, p/performance (6 available)

FORK LIFT.....\$240.00 p/day (2 available)

DRESSING ROOM FURNITURE \$125.00 p/room

TABLES (30" x 96").....\$5.00 p/table, p/day

CHAIRS (upholstered).....\$.75 p/chair, p/day

TOWELS.....\$3.00 each

STAGE/PLATFORMS \$1.00 p/sf.

BASKETBALL FLOOR (\$500.00 set up/tear down fee)

SOUND TECH/OPERATOR.....\$80.00 p/event (four (4) hours) or \$24.00 p/hour (w/minimum of two (2) hour call)

PRODUCTION/TELEPHONE LINES/ INTERNET..... \$150.00 per line

BIKE RACK \$15.00 p/day, p/8ft. piece

PIPE AND DRAPE\$ 2.00 p/day, p/lineal ft.

BLOW THROUGH BARRICADE \$35.00 p/piece

PODIUM.....\$50.00p/event

16 FT VELOUR CURTAINING..... \$3.00 p/day, p/lineal ft.

SERVICES/PERSONNEL COSTS

MEDICAL ASSISTANCE (E.M.T.).....\$250.00 p/event/performance (4 hours)

SCORERS, TIMERS, ANNOUNCERS, ETC.\$64.00 p/event/performance

ZAMBONI OPERATOR.....\$17.50/hr.

TICKET SELLER\$17.50/hr

*USHERS, TICKET TAKERS, DOOR GUARDS.....\$48.00 p/event/performance

*Note: Rates quoted are for normal event time of four (4) hours. Hours worked beyond the normal four (4) are charged for at the rate of \$12.00 per hour per person.

FLOOR SUPERVISOR/EVENT SERVICES/HEAD USHER (for all events).....\$64.00 p/event/performance. Hours worked beyond the normal four (4) are charged for at the rate of \$16.00 p/hour

FORK LIFT OPERATOR.....\$25.00 p/hr.

PHONE OPERATOR.....\$46.00 p/event/performance (4 hours)

SECURITY PERSONNEL (uniformed).....\$31.50 p/hr. (minimum 2 1/2 hrs. p/man)

SPECIAL EVENT STAFFING (t-shirt/peer security).....\$17.25 p/hr. (minimum 2 1/2 hrs. p/man)

HOUSE ELECTRICIAN \$32.00 p/hour (w/minimum of 2 hours p/call)

RUNNER.....\$250.00 p/day

Equipment and personnel are only available to the extent of the Erie Insurance Arena’s inventory.

SCOREBOARD.....\$100.00 p/event and operators

CLEAN-UP CHARGES.....\$500.00 p/event day

MAINTENANCE.....\$17.50 p/hr

EXTRAORDINARY CLEAN-UP: Removal of excessive material, debris, such as cases, cartons, earth, decorations and the like is considered "extraordinary". If lessee does not remove and clean up to satisfaction of Arena management, Arena will use Arena personnel to perform this work at the rate of \$17.50 per hour, per person, and this fee will be charged to lessee.

SECURITY: Security officers are always required. A minimum of security officers, for all events and some events in particular, will be determined by the Arena management. Certain events mandate additional officers and will be called for as needed by the Arena. Cost of all security is borne by the Lessee. Lessee, in some instances, will be permitted to contract or employ his/her security, but in ALL cases minimum security requested by the Arena must be used due to safety and code regulations.

STAGEHANDS: The facility stage is under the jurisdiction of I.A.T.S.E. (International Alliance of Theatrical Stagehands Employees), Local 113 and these hands must be employed by ALL users of the facility. Arrangements for stagehands and follow spotlight operators must be made through the Local Steward at least ten (10) days PRIOR to the event or activity.

Basic rates for stagehands are as follows:

Minimum Call 4 hours in, 4 hours out for Stagehands and 4 hours in, 2 hours out for Wardrobe.

Minimum Call shall be 4 Stagehands for the in, 4 during the performance, and 4 on the out.

Minimum Call shall be 1 Electrician for the in, 1 during the performance, and 1 on the out.

Any Stagehand Call Greater Than 15 Men Must Have an Assigned Steward.

Heads of Departments are as follows: Carpenter, Electrician, Props, Sound, Flyman and Wardrobe

Hourly Rates

2018

\$19.65 Steward

\$18.96 Heads of Departments and Forklift Operator

\$17.73 Stagehands, Loaders and Wardrobe

\$30.00 Lighting Focus (Charged for EVERY ladder climbed.) (Maximum \$90.00 Per Man)

\$30.00 Electrician for power hookups on trade shows, media broadcasts, etc.

Straight time is charged from 8:00 AM to 12:00 AM. Time and one-half is charged on hours Worked from 12:00 AM to 8:00 AM, any time over 8 hours straight time and all holidays (New Years Day, Good Friday, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, Labor Day) excluding New Year's Eve where double time is charged.

Performance Rates

2018

\$66.00 Heads of Departments/House Spots
\$65.00 Stagehands and Wardrobe
\$80.00 Truss Spotlight

Performance Rates are based on one, three hour performance beginning from the show call.

****NO GRACE PERIOD ON THE PERFORMANCE Five minutes into the next hour will be billed by \$18.96 (2018) per hour.**

Breaks, Lunch, Dinner:

First Break:

Occurring no later than two and one half hours after the scheduled load in time, lasting 15 minutes

Lunch:

Occurring no later than five hours after the scheduled load in time

One half hour if the presenter provides lunch

*****One hour if lunch is not provided by the presenter and the STAGE WILL BE DARK**

DURING THIS TIME NO EXCEPTIONS***

Dinner:

Occurring no later than sixty minutes prior to the show

***** If dinner is not provided by the presenter, STAGE WILL BE DARK FOR ONE HOUR**

AT LEAST NINETY MINUTES PRIOR TO THE SHOW NO EXCEPTIONS***

RIGGERS: Effective 2015-2019 base rate \$230.00 p/person (minimum call is cumulative total of four (4) hours per person). If return to rig, down-rig etc. on **another** day, add \$50.00 per person to base rate for each **additional** day riggers are called for. ALL HOURS WORKED BEYOND THE FOUR (4) HRS. MINIMUM WILL BE CHARGED FOR AT THE RATE OF \$30.00 P/HR., P/PERSON. **MINIMUM TWO (2) HOUSE RIGGERS PER CALL**
Riggers working high steel (over 45' height) add \$100.00 per person per show.

FRINGES/BENEFITS: A CHARGE OF 22% OF THE STAGEHAND/RIGGER BILL WILL BE ADDED FOR FRINGE BENEFITS

ALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Arena management encourages an early meeting to discuss details, special needs and/or arrangements for planning all functions. Lessee is requested to obtain artist/performer "Technical Rider" early so as to expedite arrangements with Operations Department. The Arena requires notice of the stagehand call seven calendar days prior to any event. This notice is essential to satisfy the stage call for every event. If the stagehand call is not provided seven calendar days prior to any event a \$100.00 fee will be added to settlement.

NOTICE TO LESSEE

In preparing for your upcoming event at the Erie Insurance Arena, you are responsible for meeting the following requirements of the Fire Marshal's Office **BEFORE YOUR EVENT BEGINS AND THE PUBLIC IS ALLOWED TO ENTER YOUR RENTED SPACE.**

- * **NO** exit lights or signs are obstructed
- * **ALL** car batteries have been disconnected and **ALL** gas caps have been secured, with minimal amount of gas in the tank
- * **NO** L.P. or butane gas is allowed at your event.
- * **NO** fire extinguishers or fire hose cabinets are obstructed
- * If fireworks or pyrotechnics are to be utilized, you **MUST** file for a Fireworks Display Permit with the Fire Marshal's Office. (See Attached)
- * **NO** doors shall be propped open, unless they are equipped with a self-closure.
- * **ALL** Co2 and compressed gas tanks shall be secured.
- * **ALL** straw, grass, etc., must be made flame retardant.
- * Sprinkler heads shall **NOT** be obstructed.
- * **MINIMUM** aisle width: 8 feet
- * Exhibits where a flame is used, i.e. welders, gas fireplace, cooking devices, etc., **MUST** be approved in advance of set-up.
- * **ALL** fire lanes and exit ways **MUST** be kept clear at all times.

In addition, all electrical installations must meet the most recent standards as established by the National Electrical Code.

Erie Insurance Arena

In order for a fireworks or pyrotechnics display to receive approval from the Erie Fire Department, the following information must be provided as soon as possible but at least 10 days prior to the show. Fax to the Erie Fire Department at both (814) 454-5372 and (814) 456-6200 and the Erie Insurance Arena at (814) 455-9931.

Erie Fire Marshal
311 Marsh Street
Erie, PA 16508
(814) 454-7163

Persons, Group, Organization Sponsoring the Production

Production Date

Production Time

Exact Location

Operator

Operator Qualifications

Operator Pyrotechnic Experience

Confirmation of State and Federal Licenses Held by Operator

Number and types of pyrotechnic Devices and materials to be used

ALSO INCLUDE

Evidence of operator's insurance carrier or financial responsibility

Diagram of display

I certify that the set, scenery and rigging material are inherently flame retardant or have been treated to achieve flame retardancy.

Signature of Pyrotechnic Operator

This information is based on the guidelines set forth in NFPA 1126, standard for Use of Pyrotechnics before a Proximate Audience.