



Central Kentucky Seasonal Firework Tent Lease Package Offering

USA Fireworks has developed a strong footprint and following in Central Kentucky with 13 strategically selected outdoor tent fireworks sales locations. The company reported gross sales in excess of \$340,000 during the 2018 season. With only an 11.4% rent-to-sales ratio, whether you're expanding into the Central Kentucky region or looking for an opportunity to enter the business will have the opportunity to walk into 13 established locations with profitable track records.

Central Kentucky Locations

PeeWee Valley	Radcliff	Richmond
Shelbyville (2 Locations)	Winchester	Crestwood
Carrollton	Munfordville	Mt. Sterling
Bardstown	Elizabethtown	Glasgow

To review leases, 2018 sales by location and additional information, execute the attached non-disclosure and return to info@keyauctioneers.com.

We are also offering the web domains, www.USAFireworksInc.com & www.AllSpark.com the same day as a great opportunity to increase your online exposure as well.

Thank you for your interest and we look forward to hearing from you.

Seth Seaton
President

Email: sseaton@keyauctioneers.com
Phone: (317)353-1100

unlock the value

5520 South Harding Street, Indianapolis, IN 46217
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individual members



Non-Disclosure Agreement

This agreement is entered into between Key Auctions LLC, dba Key Auctioneers, (hereinafter referred to as "Auctioneer") and _____ (hereinafter referred to as "Bidder") regarding certain proprietary financial and lease data (the "Proprietary Information") related to the sale of USA Fireworks Central Kentucky Leases being offered for sale at public auction by Auctioneer on December 6, 2018. Bidder desires to receive the Proprietary Information for use in evaluating the purchase of the subject leases. In consideration of the disclosure of the Proprietary Information and of the other covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Proprietary Information.** The term "Proprietary Information" as used herein shall be defined, by way of example but not by way of limitation, all materials, financial detail, marketing plans, research data, documents, personal and business identities, transaction information, know-how, uses, (whether or not able to be patented and whether or not marked as confidential), relating generally or specifically to the transactions contemplated, the resources or services of each Party which may have or will be disclosed by Auctioneer in written form, or orally or disclosed by samples which embody or display such information obtained by the Bidder through observation.

As a condition to being furnished such information, Bidder agrees to treat any Proprietary Information concerning the transaction and the respective business which is furnished to or on behalf of a Bidder, whether furnished before or after the date of this Agreement in accordance with the provisions of this Agreement. The term "Proprietary Information" does not include information:

- 1.1. Which was or becomes generally available to a Bidder on a non-confidential basis from a source other than the other Auctioneer, provided that such source is not bound by a confidentiality agreement with the Auctioneer; or
- 1.2. Which was known or within the Bidder's possession prior to it being furnished to the Bidder by or on behalf of the other Auctioneer, provided that the source of such information was not bound by a confidentiality agreement with the Auctioneer in respect thereof; or
- 1.3. Which is or becomes public knowledge through no wrongful act of the Bidder; or
- 1.4. Which is approved for disclosure to any third party by prior written authorization of the Auctioneer.

The Bidder shall have the burden of proving by clear and convincing evidence the applicability of any of the foregoing exceptions.

2. **Non-Disclosure/Non-Use.** Bidder agrees it will not disclose or furnish the Proprietary Information to any person or entity. Bidder agrees the Proprietary Information shall be used only for the purpose of evaluating the purchase of the property.
3. **Indemnity.** Bidder agrees it shall indemnify Auctioneer for any damages related to any unauthorized disclosure of the Proprietary Information by Bidder or its agents.
4. **Return or Destruction of Proprietary Information.** If Bidder is not the successful purchaser of the property, Bidder shall promptly return to Auctioneer or destroy any Proprietary Information in its possession.
5. **No Rights.** Nothing in this Agreement or any disclosure of Proprietary Information by Auctioneer hereunder, shall be deemed, either expressly or implied, to convey any right, title, license, or interest of any kind to the Bidder receiving Proprietary Information.
6. **No Further Obligations.** The furnishing of Proprietary Information by Auctioneer or the entering into the discussions referenced above shall not obligate either Party to enter into any further agreement or negotiation with the other Party or to refrain from entering into an agreement or negotiation with any other party, unless specifically agreed by separate agreement.
7. **No Representations or Warranties.** Except as expressly set forth in a definitive agreement between the Parties, Auctioneer has not made any representation or warranty as to the accuracy or completeness of any Proprietary Information furnished. Bidder agrees that the Auctioneer shall have no liability to the respective Party or its representatives resulting from the use of the Proprietary Information.
8. **General Terms.** It is further understood and agreed that:
 - 8.1. This Agreement may be amended only in writing;
 - 8.2. This Agreement shall not be assigned by Bidder;
 - 8.3. This Agreement shall be effective as of the date of execution as shown below and shall cover any Proprietary Information disclosed by Auctioneer to the Bidder before or after the execution of this Agreement;

- 8.4. No failure or delay by Auctioneer in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege by a Auctioneer;
- 8.5. Money damages would not alone be a sufficient remedy for any breach of this Agreement by a Bidder; that any Auctioneer shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and that Bidder shall waive any requirement for the securing or posting of any bond in connection with such remedy.

Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to a Auctioneer.
- 8.6. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the Parties with respect to said subject matter;
- 8.7. The agreement to maintain the confidentiality of the Proprietary Information and the business sources shall survive any termination of the evaluation by Bidder for a period of five (5) years subsequent to the disclosure of Proprietary Information by Auctioneer;
- 8.8. All activities relating to the review and evaluation of Proprietary Information shall be conducted and undertaken at the sole cost and expense of Bidder, unless otherwise agreed;
- 8.9. This Agreement may be executed in counterpart by the Parties and shall be deemed to be valid and legally binding as regarding same;
- 8.10. This Agreement shall benefit and shall be binding on each Party executing same and its respective successors, permitted assigns and personal representatives; and
- 8.11. This Agreement shall be governed by and construed in accordance with the laws of the state of Kentucky, without giving effect to the principles of conflict of laws thereof.

By executing this Agreement in the place provided below, each Party agrees to the foregoing and agrees that it will constitute the agreement of the Parties with respect to the subject matter hereof.

AGREED AND ACCEPTED:

**Key Auctions, LLC. dba
Key Auctioneers**

By: _____

Its: _____

Dated: _____

AGREED AND ACCEPTED:

Bidder: _____

By: _____

Its: _____

Dated: _____

Email Address: _____

Phone: _____