

Resolution 2026-R-134

A Resolution authorizing an agreement with FlyLight Drones, LLC for the provision of a drone show display in the City of Irondale

THEREFORE BE IT RESOLVED, by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with FlyLight Drones, LLC (in substantially the form attached hereto as Exhibit A) in an amount not to exceed Twenty-Two Thousand and 00/100 Dollars (\$22,000) for the provision of a drone show display at I Love Irondale Day and to execute any other documents necessary to effectuate the same.

ADOPTED AND APPROVED: This 7th day of July, 2026.



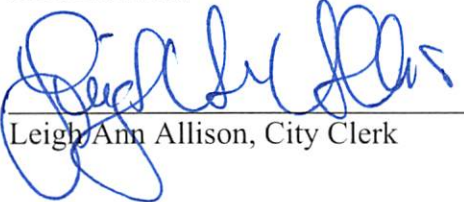
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

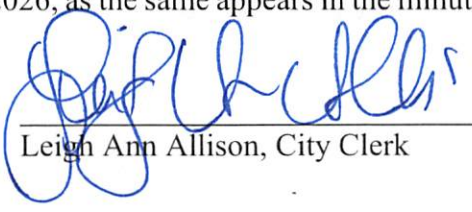
ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 7th day of July, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

FlyLight Drones, LLC Agreement



FLYLIGHT DRONE SHOWS

1605 Crescent Circle, Suite 200, Carrollton, Texas 75006

DRONE LIGHT SHOW CONTRACT

This contract shall be effective the later of the dates signed below, by and between FLYLIGHT Drones, LLC (herein, "FLYLIGHT") and

Individual/Organization (herein, "Client"): City of Irondale

Contact Name (if different from above): Emma Tolbert

Mailing Address: 101 20th S

Email Address: _____ Phone: _____

Billing Contact Name: _____

Billing Address: _____

Billing Email Address: _____ Billing Phone: _____

This contract engages the services of FLYLIGHT under the following terms:

1. PAYMENT TERMS:

Payment(s) shall be made by check or certified funds. Upon signing this Contract, Client shall pay a retainer; the retainer amount shall be 25% of the total contract amount including known applicable fees. The deposit must be received to guarantee event date. The remaining balance must be paid no less than (14) calendar days prior to the event date. Client agrees to pay interest at the rate of 1.5% per month on any delinquent balance until paid in full.

2. CREDIT CARD AUTHORIZATION AND CHARGES:

All invoices are based on a cash discount; credit cards are subject to convenience fees. FLYLIGHT accepts all major credit cards for payments of event; a 3% convenience fee will be applied. By signing this contract (when providing a credit card for payment) you authorize FLYLIGHT to process payments on the credit card for Retainer Fee and/or any unpaid balance owed as per the terms of this contract, unless arrangements have been made and noted on the contract.

3. FEES & COSTS:

The Client is responsible for all fees and costs associated with the acquisition of state and local permits, police, fire, and other appropriate protection necessary for proper crowd control, safety, and security during the event.

4. INSURANCE:

FLYLIGHT shall provide general liability insurance in the amount of \$1,000,000 (one million). All individual entities listed on the certificate of insurance will be deemed an additional insured by this contract.

5. MUSIC & MARKETING:

In the event music is played during the event, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by Client, FLYLIGHT reserves the right to use the production for promotional use, including but limited to the capturing of video and photographs at any time or place during the event.

Client Initials: 

FLYLIGHT Initials: _____



FLYLIGHT

DRONE SHOWS

1605 Crescent Circle, Suite 200, Carrollton, Texas 75006

6. HOLD HARMLESS:

To the extent allowed by the laws and Constitution of the State of Texas, the Client agrees to hold harmless and indemnify FLYLIGHT for all costs and liabilities, which may be incurred because of the failure of the Client to comply with its obligations and responsibilities under this contract, or the actions of individuals other than the pilots, crew or employees of FLYLIGHT. The Client shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damage from FLYLIGHT, including, without limitation, loss of income, business or profits.

7. FORCE MAJEURE:

Neither party will be responsible to the other party for any failure to fulfill obligations under the contract due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, riots, earthquakes, shortages, natural disasters or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence") resulting in or causing the cancellation of the planned show. Provided the party affected by the Force Majeure Occurrence notifies the other party in writing. The affected party shall resume performance of its obligation as soon as reasonably practicable after the removal of the cause. In the event of force majeure, FLYLIGHT will apply all monies towards a new date, pending availability. If a date cannot be agreed upon by both parties, FLYLIGHT will not refund the retainer; however, balance will not be owed.

8. TERMS AND CONDITIONS:

This Contract shall be governed by laws of the State of Texas. A court of competent jurisdiction within Tarrant County, Texas shall be the venue for any dispute. If any provision of this agreement is deemed unenforceable, the remaining provisions hereof shall remain in full force and effect. The Client shall pay to FLYLIGHT all costs and expenses, incurred by FLYLIGHT in enforcing the terms of this Contract.

9. ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral or written. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract; all modifications to these terms shall be made in writing and become part of the agreement in its entirety.

Client Initials: _____

FLYLIGHT Initials: _____



FLYLIGHT

DRONE SHOWS

1605 Crescent Circle, Suite 200, Carrollton, Texas 75006

10. POSTPONEMENT:

FLYLIGHT will strive to execute the show as planned. At the discretion of FLYLIGHT, the show may be postponed due to inclement weather or other circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, the Client may reschedule the show (full price show only) to a mutually agreed upon alternate date within twelve (12) months of the original date. If the show is not rescheduled it shall be subject to cancellation. The client shall be responsible for the reasonably incurred direct costs of executing the show on the alternate date. Direct costs may include transportation, labor, and fees will begin at 15% of contract amount plus applicable government fees. Subsequent postponements, if necessary, shall be subject to the same conditions. If rescheduled due to weather prior to the drone show team departing our warehouse, no additional fees will be applied for the rescheduled date.

11. CANCELLATION:

If the Client elects to cancel the display ninety (90) or more days prior to the show date, the Client will forfeit the 25% retainer to FLYLIGHT. If the Client cancels within 90 days of the show, they must pay FLYLIGHT 50% of the contract amount plus any government fees incurred. If the client cancels less than thirty (30) days prior to show date the client is responsible for 100% of total contract. If the Client elects not to reschedule a postponed display within twelve (12) months of the originally scheduled date, the Client shall pay FLYLIGHT 100% of the total contract amount plus governmental fees incurred.

12. WORKFLOW:

FLYLIGHT shall provide licensed pilots, which in addition hold current Part 107, (Small Unmanned Aircraft Certificate) who will adhere to all local, state and federal regulations when operating the UAV. In addition, said pilot will deliver set-up, execute and dismantle the drone shows in adherence with Federal Aviation Administration (FAA) as adopted by the Federal Government. The Client shall allow sufficient time for FLYLIGHT to access and safely set up the show. Upon request by FLYLIGHT, Client shall provide a means of transporting equipment to the launch site if the terrain is not suitable for passage by vehicle. The Client shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the fleet and equipment. Following the show, FLYLIGHT shall remove all equipment.

13. SAFETY & SECURITY:

The Client agrees to cooperate with requests of FLYLIGHT regarding the safety and security of the shows. In the event such requests are not resolved, FLYLIGHT reserves the right to withdraw all equipment, the fleet, employees, and personnel without refund. The client shall be responsible for preventing unauthorized access to the launch site and flight perimeter during the set-up, flight and tear out of equipment. FLYLIGHT reserves the right to stop the show if unauthorized persons enter the secured perimeter.

Client Initials:

FLYLIGHT Initials: _____



FLYLIGHT DRONE SHOWS

1605 Crescent Circle, Suite 200, Carrollton, Texas 75006

14. SHOW DATE & BUDGET:

This addendum can be used for up to five (5) drone light shows

Show Date(s):	<u>07.18.26</u>	_____	_____	_____	_____
Rain Date(s):	<u>TBD</u>	_____	_____	_____	_____
Show Cost(s):	<u>\$22,000.00</u>	_____	_____	_____	_____
Permit Fee(s):	<u>\$ 0</u>	_____	_____	_____	_____
Total Bundle Cost(s):	<u>\$22,000.00</u>	_____	_____	_____	_____

Permit fees are estimated based on best available information. Client acknowledges that permit fees are subject to change by governmental agencies and beyond the control of FLYLIGHT. Further, Client is responsible for all permit fees including those incurred following the signing or execution of this contract.

Deposit Amount(s):	<u>\$5,500.00</u>	_____	_____	_____	_____
Deposit Due Date(s):	<u>Upon signing</u>	_____	_____	_____	_____
Final Payment Amount(s):	<u>\$16,500.00</u>	_____	_____	_____	_____
Final Payment Due Date(s):	<u>07.03.26</u>	_____	_____	_____	_____

15. SHOW SPECIFICATIONS:

Show(s) Description: FlyLight Drone Shows will launch a fleet of 300 drones on 07.18.26 for a 10-minute drone show for City of Irondale Festival, featuring up to 20 visual elements.

If launching from a grassy area, grass must be freshly mowed to avoid interference with drone propellers during launch. FlyLight Drone Shows will adhere to all safety and flight regulations set by the FAA, including safety exclusion launch zones being clear of people or vehicles during show and launch.

Audience Location: _____
Drone Launch Location: Launching from Ruffner Baseball Park
Show Length: ~ 10 minutes
Approximate Start Time: 8:45pm to ~9pm
Name of Person Cueing Start of Show: Emma Tolbert

16. SHOW CONTACT(S):

Primary On-Site Contact Person:
Name: Emma Tolbert
Cell Phone: 404-387-1067
Email Address: Etolbert@cityofirondaleal.gov

Secondary On-Site Contact Person (if applicable):
Name: _____
Cell Phone: _____
Email Address: _____

Client Initials: _____

FLYLIGHT Initials: _____



FLYLIGHT

DRONE SHOWS

1605 Crescent Circle, Suite 200, Carrollton, Texas 75006

By signing below, I accept all terms and conditions of this agreement, and I certify that I am authorized to enter into this agreement on behalf of the Client.

On behalf of **Client:**

Signature: _____

Print Name: _____

Title: _____

Date: _____

James D. Stewart Jr.
James D. Stewart Jr.
Mayer
8/25/2026

On behalf of **FLYLIGHT Drones, LLC**

Signature: _____

Print Name: Stephanie Allison

Title: Sales Manager

Date: _____

Client Initials: _____

FLYLIGHT Initials: _____

INVOICE

FlyLight Drones, LLC
1605 Crescent Cir Ste 200
Carrollton, TX 75006

info@flylightdrones.com
+1 (682) 553-4716
www.flylightdrones.com



Bill to

Emma Tolbert
City of Irondale
101 20th St S
Irondale, AL 35210

Ship to

Emma Tolbert
City of Irondale
101 20th St S
Irondale, AL 35210

Invoice details

Invoice no.: 1281
Terms: Net 30
Invoice date: 06/10/2026
Due date: 07/04/2026

Date of Show: 07.18.26

#	Date	Product or service	Description	Qty	Rate	Amount
1.	06/10/2026	Drone Show	Drone Show- 300 drones for The City of Irondale- Balance due by 07.04.26 (2 weeks prior to event)	1	\$22,000.00	\$22,000.00

Total \$22,000.00

Ways to pay



View and pay



FLYLIGHT

DRONE SHOWS

ACH Banking Letter Head

Billing Address:

FLyLight Drones, LLC
1605 Crescent Circle, Suite #200
Carrollton, TX. 75006
(972) 245-7977

Bank Information:

Encore Bank
5960 Berkshire Lane, Suite 1100
Dallas, TX. 75225

Account Number: 700219918

Routing Number: 082008583



Pilot Station

Visual Observers

Show Area

Safety Setback Area