



Fire Prevention Division

Application

1. Name of Organization (no abbreviations): _____

2. Organization headquarter address (no PO boxes): _____

3. Contact Persons (Officer of Organization):

Contact #1: Name: _____ Phone #1: _____

(2 phone #'s for each contact)

Contact #2: Name: _____ Phone #2: _____

(2 phone #'s for each contact)

4. Purpose of Organization (service provided to community):

5. Identify the services or benefits provided to the citizens of the North Central Fire Protection District/Kerman (NCFPD/Kerman) by your organization:

I have read and understand the NCFPD/Kerman Fireworks Standard. Should permission to operate a fireworks stand be granted to an organization, applications shall be signed by a bonafide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, agree to abide by State Law and Administrative Regulations, regulations adopted under the authority of the Health and Safety Code, Section 12500, and all the stipulations of the adopted City of Kerman Code and North Central Fire District Standard Operating Procedures.

I certify that the information provided above is true and correct.

Signature: _____ Print Name: _____

NOTE: Failure to provide true and correct information may result in denial of the application.

The following is supplemental documentation which is due the **first Wednesday in May**:

1. Fireworks Stand Location and Storage of "Safe and Sane" Fireworks (Appendix "A");
2. Indemnification and Hold Harmless Agreement (Appendix "C");
3. Property owner's permission to erect a fireworks stand (Appendix "E");
4. Proof of insurance (as specified in NCFPD/Kerman SOP for requirements);
5. Site plan (to include the storage container and all dimensions if storing on site);
6. State Fire Marshal's License;
7. Seller's Permit;
8. Check or money order for **\$ \$626.00** (Make check payable to NCFPD);
9. Check or money order for **\$40.00** if fireworks stand located in the City of Kerman (Make check payable to the City of Kerman).

For official use only

Date Application approved: _____ Approved by: _____



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APPENDIX A:

STAND LOCATION AND STORAGE OF "SAFE AND SANE" FIREWORKS

ORGANIZATION (Printed Name): _____

FIREWORKS STAND LOCATION: _____

Indicate the location where the fireworks will be stored below:

Check One	On Site in Approved Storage Container: The following are approved containers:
<input type="checkbox"/>	<ol style="list-style-type: none"> 1. Sea-Train 2. ISO Conex or similar container (Storage must be a minimum of thirty-five (35) feet from the fireworks stand.)
<input type="checkbox"/>	On Site in Fireworks Stand: <ol style="list-style-type: none"> 1. 24-hour security or responsible person on site
<input type="checkbox"/>	Storage will be at the warehouse of the fireworks vendor located at: <div style="border: 1px solid black; padding: 5px;"> Storage address: <input type="checkbox"/> Phantom Fireworks: 2777 E. Malaga Ave., Fresno, CA 93725 <input type="checkbox"/> TNT Fireworks: 2945 S. Elm Ave., Fresno, CA 93706 </div>

Agent Name: _____

Agent Signature: _____ Date: _____



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APPENDIX "B"

INSURANCE REQUIREMENTS FOR FIREWORKS PERMIT

In consideration for the issuance of a Permit for the sale and/or display of Safe and Sane fireworks, Applicant shall pay for and maintain in full force and effect, all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by COK Risk Manager or his/her designee. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations.

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to the COK. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Permittee shall furnish COK with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) are due to expire during the Permit, Permittee shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies).**

The General Liability and Automobile Liability insurance policies shall name the City of Kerman and its officers, officials, agents, employees and authorized volunteers as an additional insured. Applicant's insurance shall be primary as respects to the COK and its officers, officials, employees, agents and authorized volunteers. Any insurance or self-insurance maintained by the COK and its officers, officials, employees, agents and authorized volunteers shall be excess of the Applicant's insurance and not contribute with it. Applicant shall have furnished COK with the certificate(s) and applicable endorsements for ALL required insurance prior to the issuance of the Permit.

If at any time during the life of the Permit, Applicant fails to maintain the required insurance in full force and effect, the Permit shall be suspended immediately until notice is received by COK that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to COK.

NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured endorsement required above. The certificate of insurance **must** be accompanied by the additional insured endorsement.



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APPENDIX "C"

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration for the issuance of a Permit for the sale and/or display of Safe and Sane fireworks and to the furthest extent allowed by law, Applicant does hereby agree to indemnify, hold harmless and defend the City of Kerman (hereinafter referred to as "City") and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the issuance or use of the Permit. Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

Throughout the life of this Agreement, Applicant shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

Applicant shall conduct all defenses at his/her/its sole cost. The fact that insurance is obtained by APPLICANT shall not be deemed to release or diminish the liability of APPLICANT, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Applicant. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, its officials, officers, employees, agents, volunteers or invitees.

Applicant shall furnish City with copies of the actual policies upon the request of City's Risk Manager or his/her designee and this requirement shall survive the expiration or termination of this Permit.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of this Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Applicant; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Applicant or his/her/its authorized signatory.

Signed, sealed and delivered this _____ day of _____ 21.

Witness

Applicant (Organization)



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APPENDIX "D"

FIREWORKS STAND INITIAL INSPECTION RECORD

Each fireworks stand must have the following posted:

- State Fire Marshal's license (Original)
- Temporary Seller's Permit from the State Board of Equalization
- Certificate of Insurance
- Name and contact information of two (2) people responsible for the operation of the fireworks stand

The fireworks stand must be at least 10 feet (10') from the following:

- Parking
- Public sidewalk or roadway
- Generators or associated fuel supplies

The fireworks stand must be at least 30 feet (30') from the following:

- Any adjacent buildings
- Property line or burnable materials including dry vegetation
- Fireworks storage container

The fireworks stand must be at least 100 feet (100') from the following:

- Any pump, dispensing device, or fill location for flammable and/or combustible liquids and/or gases

Other fireworks stand requirements:

- Each stand will have a minimum of two (2) exits on opposite sides, each with a minimum thirty-two inch (32") wide clear width.
- Only electric lights may be used and the wiring shall meet the minimum requirements of the California Electrical Code. Open splices are prohibited and all wiring must be protected from physical damage and weather (i.e., bulb cages.) NO "Christmas" lights shall be used in or around the fireworks stands.
- Red lettered "NO SMOKING" signs (in both English and Spanish) shall be located on all sides of the stand.
- One (1) approved 2A:10B:C portable fire extinguisher must be in the fireworks stand sale area and must be serviced within the last year.
- Fireworks signs shall be limited and affixed to the fireworks stands. These signs shall not be placed on public sidewalks, landscape setbacks, or create a traffic hazard. Pennant flags are the only acceptable decorations approved for above and attached to the firework stands. **SANDWICH BOARDS ARE NOT ALLOWED.**
- All persons within the fireworks stand or employed in the sales must be at least eighteen (18) years of age.
- Stands may not obstruct any handicapped parking stall.
- Tarps and canopies shall not be within two feet (2') of a fireworks stand.



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APPENDIX "E"

**CITY OF KERMAN
APPLICATION FOR FIREWORKS STAND
HOLD HARMLESS AGREEMENT
PROPERTY OWNER'S PERMISSION TO ERECT FIREWORKS STAND**

(Copies of above referenced documents should be attached as Appendix "E")