

City of Bryant, Arkansas
Community Development
210 SW 3rd Street Bryant, AR 72022
501-943-0943



Temporary Business Application For the Sale of Fireworks

- Applications are due by 5:00PM Wednesday the week prior to the Scheduled Development and Review Committee Meeting.
- Application Deadlines and dates can be found at www.cityofbryant.com under the Community Development tab.

Date: MAY 12, 2025

Business Information:

Name A-1 Fireworks
Federal Tax Employer ID Number 26-1711923
Arkansas State Sales Tax Number 00318073-5L5
Location of Proposed Temporary Business 251612 I-30, BRYANT, AR. 72022

Business Owner:

Name Michael Gonzales
Address 24341 State Hwy 10E
01A, AR. 72853
Phone 479-489-3298
Email mike.gonzales65@gmail.com

Contact Person:

Name Joan Rey
Address 24341 State Hwy 10E
01A, AR. 72853
Phone 479-747-9304
Email joanrey@a1fireworks.com

Checklist for Submission

- ☐ Completed Application and Checklist
- ☐ Twenty-Five Dollar (\$25.00) Application fee
- ☐ Provide proof of 1,000,000 Liability Insurance or Surety Bond worth the same amount.
(Further information on the details of liability insurance can be found in Section 2-4 of the Temporary Business Section of the Bryant Business Ordinance.)

(Continued on Page 2)

☐ Eight (8) copies of a **Site Plan**:

- Site Plan shall be to scale, all structures shall be identified. Clear identification of any open display areas
- Fireworks tent / canopy shall have a minimum 50ft. setback from all other structures
- Show parking spaces dedicated by the owner of the property for use by the temporary business.

☐ Exits shall be provided every 100 ft. with a minimum of 2 remotely located exits

Minimum exit width shall be 72 in. All exits shall be identified with proper signage

☐ No smoking permitted within 50 ft. of firework tent / canopy. "NO SMOKING" signs shall be posted at all entrance / exits

☐ 2 ABC fire extinguishers, with a 2A rating or greater, shall be provided. The maximum travel distance to an extinguisher shall not exceed 75 ft. Additional extinguishers may be required. Extinguishers shall be clearly visible, marked with appropriate signage, and mounted height of not less than 36 in. from the ground

☐ Generators or other combustion power sources, including fuel, shall be separated from tents / canopies by a minimum of 25 ft.

☐ Applicant shall contact the Bryant Fire Dept. Fire Marshal's office and schedule an inspection once the business is ready for operation. The inspection shall be conducted prior to any sales to the public are allowed. Contact: 501-943-0964

READ CAREFULLY BEFORE SIGNING

I Michael Gonzales, do hereby certify that all information contained within this application is true and correct. I further certify that I agree too and will abide by all Temporary Business rules and regulations as outlined in the Bryant Business Ordinance. I also understand that I shall comply with all additional applicable ordinances of the City as well as the requirements of all state and federal laws. Furthermore, I understand violation of Temporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of up to \$500.00 per occurrence of violation. Each day's occurrence is a separate violation.

Owners Signature

Michael Gonzales



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED Winco Fireworks International LLC 12521 15th Street Grandview MO 64030	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Kinsale Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES: **CERTIFICATE NUMBER: 1571515999** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			0100341656-0	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 5,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO						
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS						BODILY INJURY (Per person) \$
	8166972217						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						
	DEED						EACH OCCURRENCE \$
	RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For premise liability - this certificate reflects coverage for the dates and location noted below only.
For product liability - this certificate reflects coverage for product purchased from the above referenced named insured only

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Dates of Coverage for 4th of July Season: 06/20/25 through 07/10/25
Dates of Coverage for Christmas/New Year Season: 12/10/25 through 12/31/25
Location: 25612 I-30 Bryant, AR 72022
See Attached...

CERTIFICATE HOLDER	CANCELLATION
City of Bryant 210 SW 3rd Street Bryant AR 72022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Acrisure Great Lakes Partners Insurance Services		NAMED INSURED Winco Fireworks International LLC 12521 15th Street Grandview MO 64030
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Operator: Carrie Simmons
Landowner: Dion Simpson
Additional Insured: Dion Simpson; A-1 Fireworks; Carrie Simmons; City of Bryant

DEE 2025
w/ Insurance

A-1 FIREWORKS

COMMERCIAL LEASE

This lease is made between Dion Simpson
(Lessor Name)
Of 25550 I-30, Bryant, AR. 72022
(Mailing Address)

Herein called Lessor, and A-1 Fireworks of **24341 Hwy 10 East, Ola, Arkansas 72853**, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in
Or near the *City of* Bryant
County of Saline
State of: Arkansas

Described as: 25612 I-30, Bryant, AR. 72022

(Physical Location Address)

1. **Term and Rent:** Lessor demises the above premises as well
As allowing use of power pole for a term of 45 days per year,
Commencing June 1st, and terminating on July 15th for the
Selling season of June 20th to July 5th 2025 or sooner and/or
For a term of 31 days per year commencing December 15th
2025 and terminating January 15th 2026 as provided herein
At the annual rental of;

\$ 3,000.00 Payable, 100% at the time lease is signed and
Returned.

DS JS
Initial Initial

4-10-25
CK #6274
\$3000.00
100%

1. All rental payments shall be made to Lessor, at the address Specified on front page.
- 2: **Use.** Lessee shall use and occupy the premises for Retail Sales of Fireworks. The premises shall be used for no Other purpose. Lessor represents that the premises may Lawfully be used for such purpose. Lessee may, at the Lessee's Expense, erect tents, utility poles, signs, banners, Balloons, Pendants, flags and other such paraphernalia as Deemed useful to aid in the selling of fireworks. All such Paraphernalia remains the property of the Lessee and will be Removed at the end of the lease agreement.
- 3: **Care and Maintenance of Premises:** Lessee acknowledges That the premises are in good order and repair, unless Otherwise indicated herein. Lessee shall, at his own Expense and at all times, maintain the premises in good Condition and shall surrender the same, at termination Hereof, in as good condition as received, normal wear and Tear excepted.
- 4: **Ordinances and Statutes:** Lessee shall comply with all Statutes, ordinances and requirements of all municipal State and federal authorities now in force, or which may Hereafter be in force, pertaining to the premises, Occasioned by or affecting the use thereof by Lessee.
- 5: **Assignment and Subletting:** Lessee shall not assign this Lease or sublet any portion of the premises without prior Written consent of the Lessor, which shall not be Unreasonably withheld. Any such assignment or Subletting without consent shall be void and, at the option Of the Lessor, may terminate this lease.

6: **Notices:** Any notice, which either party may or is Required to give shall be given by mailing the same, Postage prepaid, to Lessee or Lessor at The address specified on front page, or at such other places As may be designated by the parties from time to time.

7: **Heirs, Assigns, and Successors:** This lease is binding Upon and inures to the benefit of the heirs, assigns and Successors in interest to the parties.

8. **Waiver of Liability:** This agreement releases Dion Simpson From all liability relating to injuries or damages that may occur During the lease of property for the retail sales of fireworks. By Signing this agreement, I agree to hold Dion Simpson entirely free From any liability, including financial responsibility for injuries or Damages incurred, regardless of whether injuries are caused by Negligence.

9: **Entire Agreement:** The foregoing constitutes the entire Agreement between the parties and may be modified only By a writing signed by both parties. The following exhibits, If any, have been made a part of this Lease before the Parties' execution hereof:

Signed this 3rd day of April year 2025.

By: Dion Simpson (Lessor)

By: Jan Rey (Lessee)

A-1 Fireworks

Commercial Lease

Insurance:

Lessee, at his expense, shall maintain liability insurance including Bodily injury and property damage insuring Lessee and Lessor With minimum coverage as follows: \$500,000.00

Lessee shall provide Lessor with a certificate of insurance showing Lessor as additional insured.

Signed: D. Simpson
Dated: 4-3-25

Signed: John Rex
Dated: April 8, 2025

O = powerpole

Vacant building

Driveway
50 ft wide

Distance of
70 feet

Heavy Tent

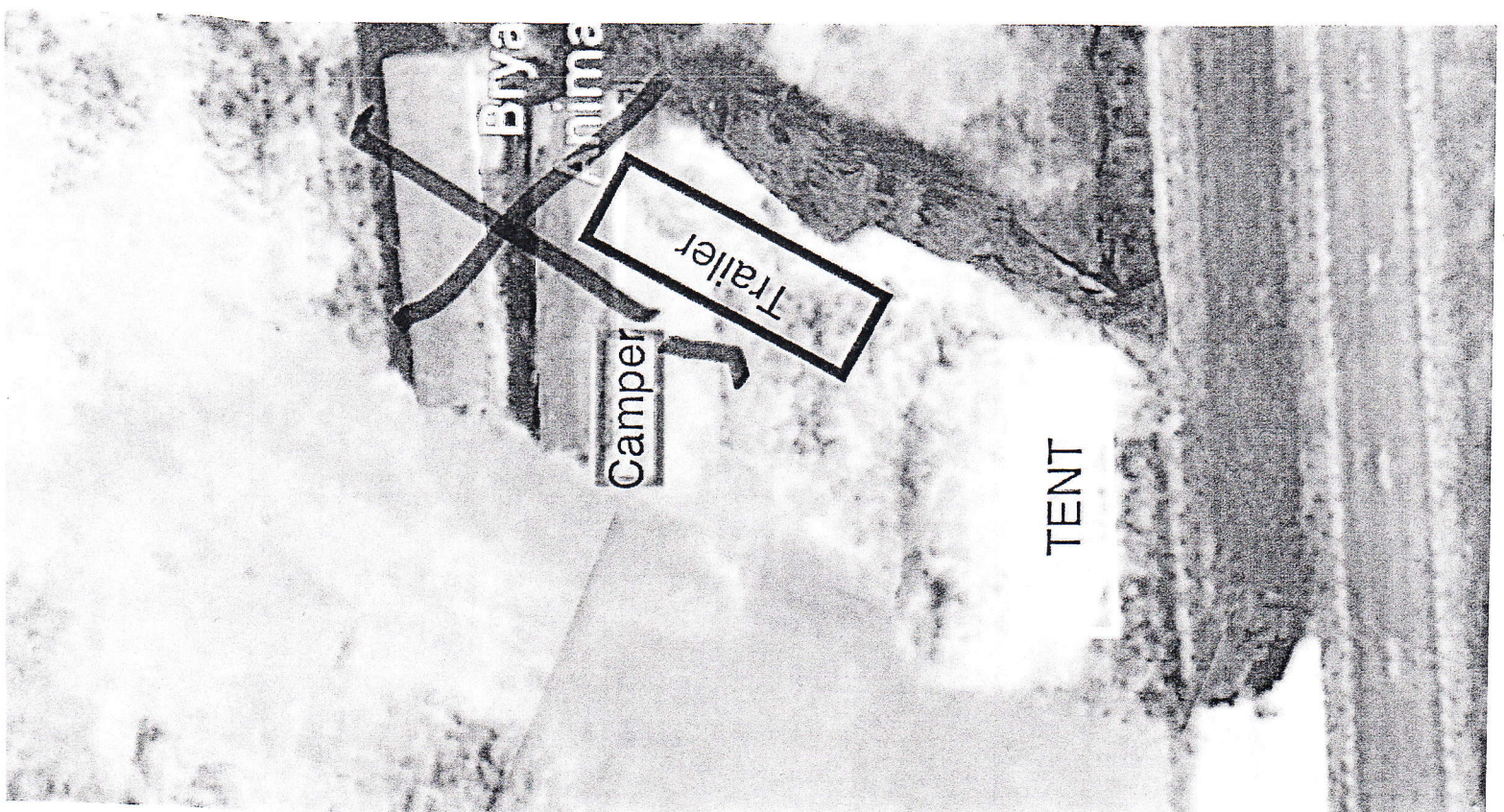
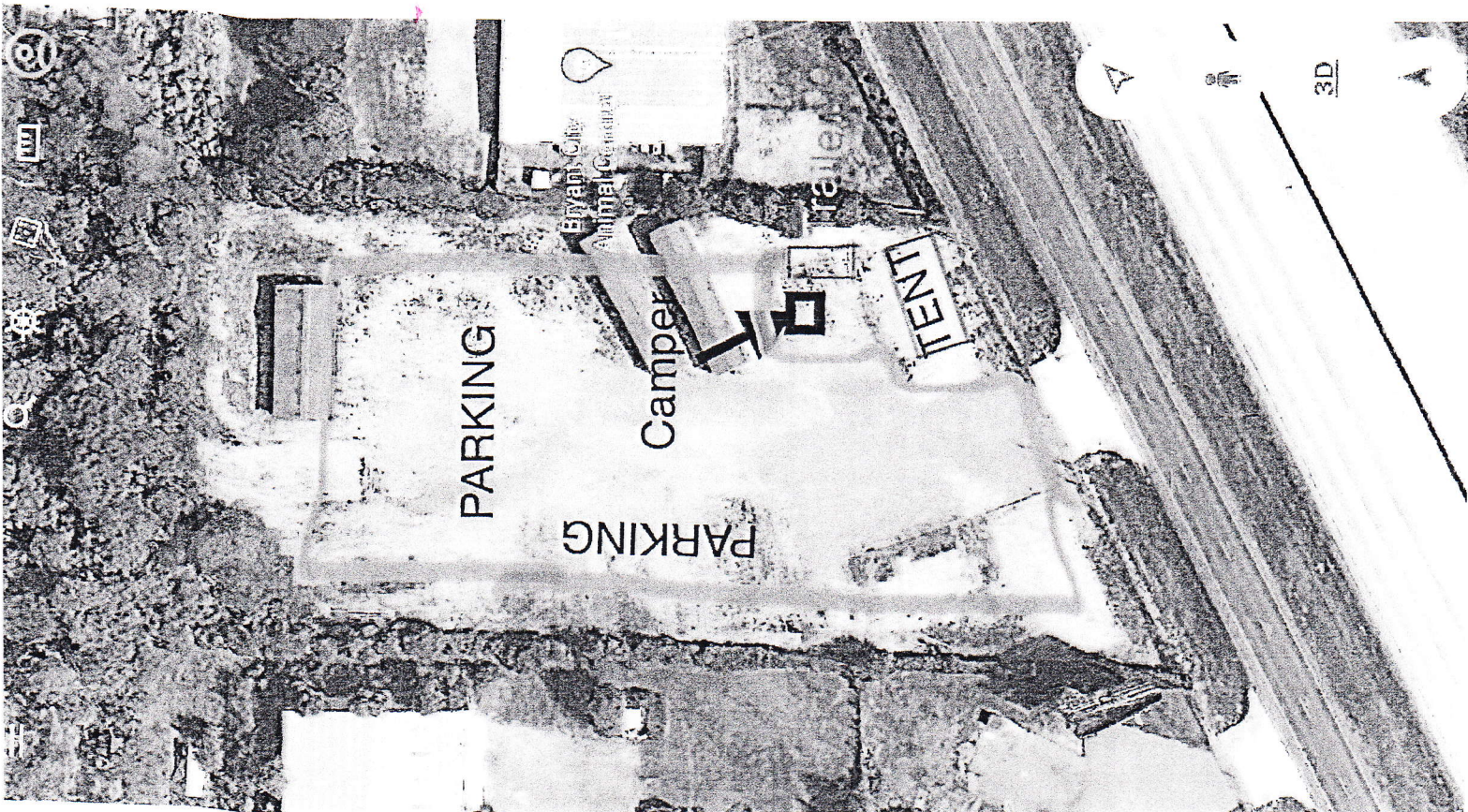
50x20

Camp

6x30

trailer

8x28





THIS LICENSE MUST BE CONSPICUOUSLY DISPLAY IN PLACE OF BUSINESS

Office of Fire Services

Permit Number
FWJ.0001200

State Fire Marshal

Date of Issue
05/01/2025

FIREWORKS LICENSE

This is to certify that

A-1 Fireworks

is duly license to transact business in the State of Arkansas as a Fireworks:

JOBBER-WHOLESALE LICENSE

LICENSE EXPIRES

04/30/2026

AJ GARY

DIRECTOR and STATE
HOMELAND SECURITY ADVISOR



NON TRANSFERABLE

Jake Dennis Free

Jake Dennis Free
STATE FIRE MARSHAL