

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 <u>www.cityofbryant.com</u> under the Community Development tab.

Date: December Business Information: Federal Tax Employer ID Number Arkansas State Sales Tax Number 003\80 Location of Proposed Temporary Business Business Owner: Contact Person: Phone 479 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 :				
	0	Site Plan shall be to scale, all structures shall be identified. Clear identification of				
		any open display areas				
	0	Fireworks tent / canopy shall have a minimum 50ft. setback from all other				
		structures				
	0	Show parking spaces dedicated by the owner of the property for use by the				
		temporary business.				
	Exits s	hall 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 sm	oking permitted within 50 ft. of firework tent / canopy. "NO SMOKING" signs				
	· shall b	e 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 req	uired. Extinguishers shall be clearly visible, marked with appropriate signage, and				
	mount	ed height of not less than 36 in. from the ground				
	Gener	ators or other combustion power sources, including fuel, shall be separated from				
	tents /	canopies by a minimum of 25 ft.				
	Applic	ant shall contact the Bryant Fire Dept. Fire Marshal's office and schedule an				
	inspec	tion once the business is ready for operation. The inspection shall be conducted				
	prior t	o any sales to the public are allowed. Contact: 501-943-0964				
READ	CAREF	ULLY BEFORE SIGNING				
,	that					
inform	ation co	ntained within this application is true and correct. I further certify that I agree too				
		by all Temporary Business rules and regulations as outlined in the Bryant Business				
		Iso understand that I shall comply with all additional applicable ordinances of the				
		the requirements of all state and federal laws. Furthermore, I understand mporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of up				
to \$50	0.00 pei	r occurrence of yiolation. Each day's occurrence is a separate violation.				
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Owne	rs Signa	ture My / fw				

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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 Constitution Design Constitution Co									
Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843					PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:					
' '	Well IVII 40043			ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #						
1		200 00 00				38920				
INSL	RED			INSURER B:					30920	
	nco Fireworks International LLC									
	521 15th Street andview MO 64030			INSURER C:						
Gi	andview MO 64636			INSURE						
				INSURER E :						
	VERAGES CERTIF	CATI	E NUMBER: 1571515999	INSURE	RF:		DEVISION NU	MDED.		
	HIS IS TO CERTIFY THAT THE POLICIES OF			VE BEE	N ISSUED TO		REVISION NUI		HE DOL	ICV DEBIOD
C	DICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PER CLUSIONS AND CONDITIONS OF SUCH POL	REME TAIN,	INT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIES	OR OTHER I	DOCUMENT WIT	H RESPE	CT TO	WHICH THIS
INSR LTR		L SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
А	GENERAL LIABILITY		0100341656-0		12/31/2024	12/31/2025	EACH OCCURREN		\$ 1,000.0	000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100.00		
	CLAIMS-MADE X OCCUR						MED EXP (Any one		\$	
							PERSONAL & ADV		\$ 1,000.0	000
							GENERAL AGGRE		\$ 5,000,0	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM		\$ 2,000.0	
	X POLICY PRO- JECT LOC								\$	
	AUTOMOBILE LIABILITY						COMBINED SINGL (Ea accident)	E LIMIT	\$	
	ANY AUTO						BODILY INJURY (P	er person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (P	er accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMA	GE	\$	
	8166972217					=	(Fel accident)		\$	
	UMBRELLA LIAB OCCUR						EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	0.2	\$	
	DED RETENTION \$						7,007,120,112		\$	
	WORKERS COMPENSATION						WC STATU- TORY LIMITS	OTH- ER	<u> </u>	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDE		\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	`					E.L. DISEASE - EA			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - PO		\$	
							E.E. DIOL/IOL 7 OF	LIOT LIMIT	Ψ	
						1				
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									
CEI	RTIFICATE HOLDER			CANC	ELLATION					
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:	
1.00 #.	



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AND THOU WE KEND WITHOUT THE STATE OF THE ST							
AGENCY Acrisure Great Lakes Partners Insurance Services		NAMED INSURED Winco Fireworks International LLC 12521 15th Street					
POLICY NUMBER		Grandview MO 64030					
CARRIER	NAIC CODE						
ADDITIONAL REMARKS		EFFECTIVE DATE:					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ODD FORM						
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	F LIABILITY IN	NSURANCE					
Operator: Carrie Simmons Landowner: Dion Simpson Additional Insured: Dion Simpson; A-1 Fireworks; Carrie Simmons	s: Citv of Brvar	nt					
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DE E 2025, WINSUR

A-1 FIREWORKS

COMMERCIAL LEASE

This lease is made between <u>Dion Simpson</u>						
(Lessor Name)						
Of25550 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 <i>City of</i>						
County of Saline						
State of: Arkansas						
Described as: 25612 I-30, Bryant, AR. 72022						
(Physical Location Address)						

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.

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- 1. <u>All rental payments</u> 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 <u>Dion Simpson</u>
 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 <u>Dion Simpson</u> 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 3 rd day of April ye	ear <u>2025</u> .
By: Dian Simpson	(Lessor)
By: Jan Rey	(Lessee)

A-1 Fireworks

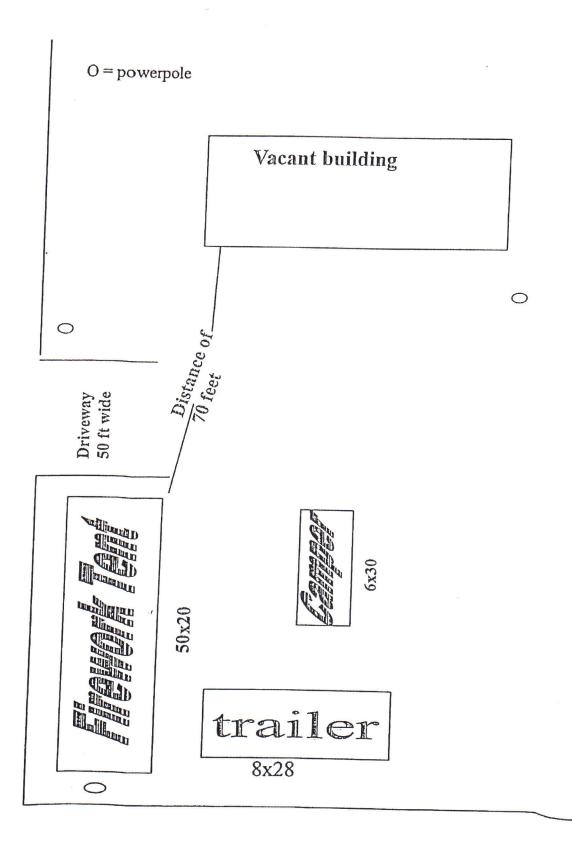
Commercial Lease

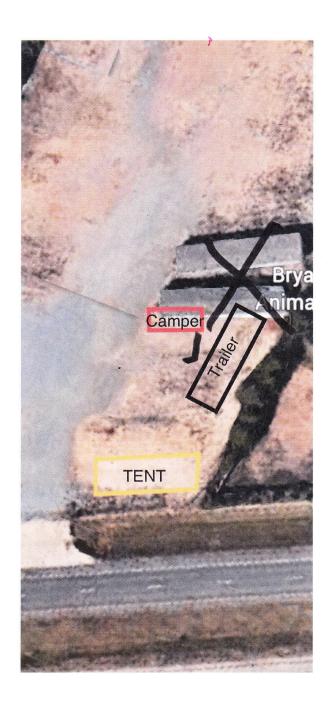
Insurance:

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.

Signeu.	190	- Imps n	
Dated:	4-3-2	25	
Signed:	Jan F	2001	
Signed: Dated:	May !	ROY	
Daleu:	Maril	1.211	









THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED IN THE PLACE OF BUSINESS

Office of Fire Services



Date of Issue 06/05/2025

Permit Number

RPJ.0000714

FIREWORKS RETAIL PERMIT

State Fire Marshal

This is to certify that

A-1 Fireworks

Is duly licensed to transact business in the State of Arkansas as a Retailer

Address: 25612 I-30, Bryant, AR. 72022

Issued By: A-1 Fireworks

License Number: 1200

LICENSE EXPIRES: 05/01/2026

AJ GARY

DIRECTOR and STATE HOMELAND SECURITY ADVISOR



NON TRANSFERABLE

Jake Dennis Free

Jake Dennis Free STATE FIRE MARSHAL