

City of Bryant, Arkansas Community Development 210 SW 3<sup>rd</sup> 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.

<ul> <li>Application Deadlines and dates can be found at <u>www.cityofbryant.com</u> under the Community Development tab.</li> </ul>
Date: December 3,223
Business Information:
Name A-17 Tewards
Federal Tax Employer ID Number 26-1711923
Arkansas State Sales Tax Number 003/8073-515
Location of Proposed Temporary Business 35612 T. 30, Bryand, AR, 70032
Business Owner: Contact Person:
Name Michael (2000)A Name LAST Rev
Address 24341 State Hand S Offen Hand State Han WE
Ola, AR, 72853 Ola, AR, 72853
Phone 479-447-9344
Email Sac Email
33 3
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
	Minim	um 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
	Genera	ators or other combustion power sources, including fuel, shall be separated from
	tents /	canopies by a minimum of 25 ft.
	Applica	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 to	o any sales to the public are allowed. Contact: 501-943-0964
READ	CAREF	ULLY BEFORE SIGNING
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inform	ation co	, do hereby certify that all ontained 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
Ordina	nce. I al	so 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
יטכק טי	o.oo per	occurrence of yiolation. Each day's occurrence is a separate violation.
Owne	rs Signat	ture MY Thu



### 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)

certificate holder in lieu of such endor	semer	ıt(s).	oncies may require an er	laorser	nent. A stat	ement on th	is certificate does not co	nfer ri	ghts to the
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					
				[A/C, No]; 210-036-7101 [A/C,					
									NAIC#
				INSURE		nsurance Co			38920
INSURED				INSURE			pail)		30320
Winco Fireworks International LLC 12521 15th Street				INSURE					
Grandview MO 64030				INSURER D :					
				INSURE	RE:		***************************************		
				INSURE	RF:				
COVERAGES CEF	RTIFIC	ATE	NUMBER: 1571515999				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERTA	EMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER I	OCCUMENT WITH DECDEO	T TO W	ALUCH THE
INSR LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A GENERAL LIABILITY	INSR	****	0100341656-0		12/31/2024	12/31/2025		\$ 1,000.0	100
X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED	\$ 100,000	***************************************
CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$ 1,000,0	000
							GENERAL AGGREGATE	\$ 5,000,0	00
GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- JECT LOC								\$ 2,000,0 \$	00
AUTOMOBILE LIABILITY						***************************************	COMBINED SINGLE LIMIT (Ea accident)	s	
ANY AUTO								\$	
ALL OWNED SCHEDULED AUTOS NON-OWNED								\$	****
HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
8166972217								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTIONS WORKERS COMPENSATION								\$	
AND EMPLOYERS' LIABILITY Y/N							WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
DÉSCRIPTION OF OPERATIONS below		-					E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	I FS (A	ttach	ACOPD 101 Additional Remarks	Sabadula	if more annual is				
**For premise liability – this certificate refle **For product liability – this certificate refle	CIS CO	verac	ge for the dates and location	n noter	helow only *	*	nsured only**		
			A Company of the Comp				The state of the s		
Additional Insured extension of coverage is	provi	ded I	by above referenced Gene	ral Liab	ility policy wh	ere required	by written agreement.		
Dates of Coverage for 4th of July Season: Dates of Coverage for Christmas/New Yea	06/20 Ir Seas	/25 t	hrough 07/10/25 12/10/25 through 12/31/26						
Location: 25612 I-30 Bryant, AR 72022			12/10/20 through 12/01/20	,					
See Attached							Market Control of the		
CERTIFICATE HOLDER				CANC	ELLATION				
City of Bryant				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
210 SW 3rd Street Bryant AR 72022				AUTHORIZED REPRESENTATIVE					
**************************************				1 Apressor					

AGENCY CUSTOMER ID:		
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ACORD	®
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### **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

	NAMED INSURED Winco Fireworks International LLC 12521 15th Street		
	Grandview MO 64030		
NAIC CODE			
	EFFECTIVE DATE:		
	NAIC CODE		

			EFFECTIVE DATE:	
ADDITIONAL DES	MARKS		EFFECTIVE DATE.	
ADDITIONAL REM				
	REMARKS FORM IS A SCHED	ULE TO ACORD FORM,		
FORM NUMBER:	25 FORM TITLE: CER	TIFICATE OF LIABILITY	INSURANCE	
Operator: Carrie Sir Landowner: Dion Si Additional Insured:	mmons impson Dion Simpson; A-1 Fireworks; Ca	rrie Simmons; City of Bry	ant	
			20	

DEE 2025,

### **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 <i>City of</i>					
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 20<sup>th</sup> to July 5<sup>th</sup> 2025 or sooner and/or For a term of 31 days per year commencing December 15<sup>th</sup> 2025 and terminating January 15<sup>th</sup> 2026 as provided herein At the annual rental of;

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

4-10-25-40 OF 1000 P

Mew Year's Summer

- 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 <sup>rd</sup> day of April	_year_ <i>2025</i> .
By: Dian Simpson	(Lessor)
By: Jan Rey	(Lessee)

### **A-1 Fireworks**

### **Commercial Lease**

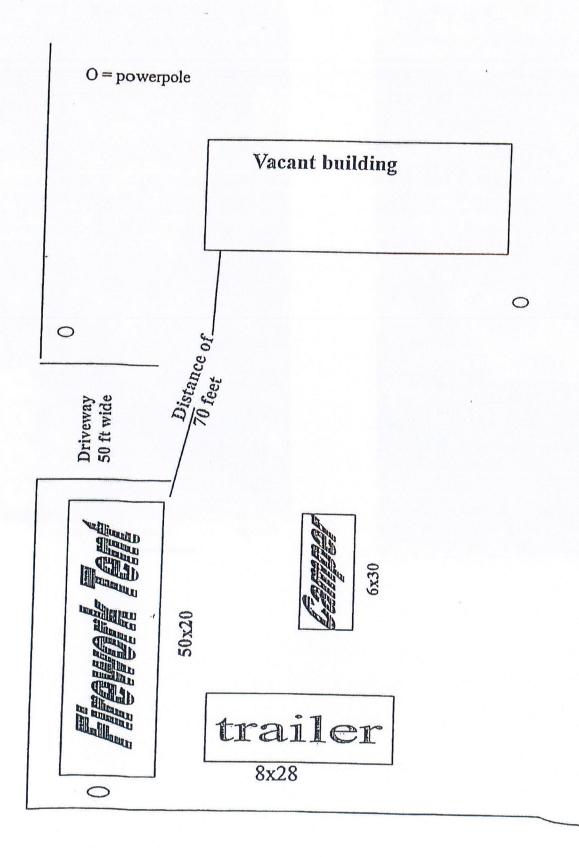
### Insurance:

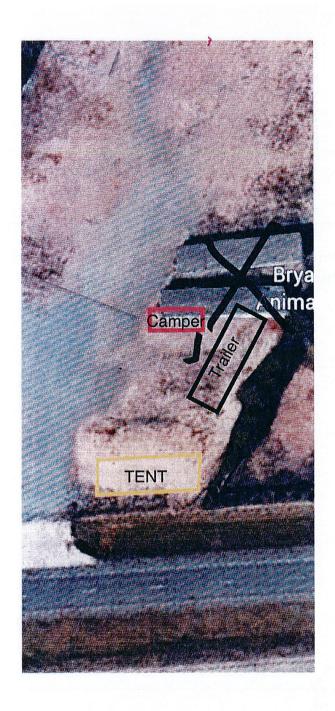
Lessee, at his expense, shall maintain liability insurance including Bodily injury and property damage insuring Lessee and Lessor With minimum coverage as follows: \$500,000.00

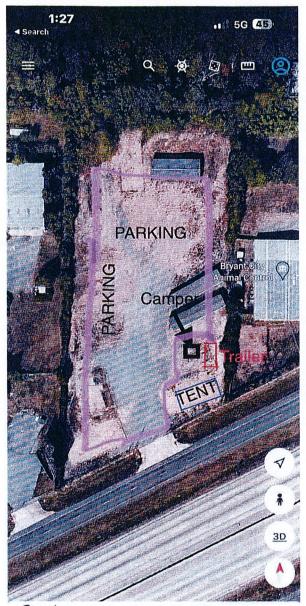
Lessee shall provide Lessor with a certificate of insurance showing Lessor as additional insured.

Signed:	Dia Simpson	
Dated:	4-3-25	

Signed: April 8,3035







Google

(34°38'13"N 92°27'21"W) 1,624 ft



THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED IN THE PLACE OF BUSINESS

# Office of Fire Services



Date of Issue 06/05/2025

State Fire Marshal

Permit Number RPJ.0000714

## FIREWORKS RETAIL PERMIT

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