



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.

Name FIVE STAR FIREWORKS
Federal Tax Employer ID Number 453216207

Date: 11/22/22

Business Information:	Business	Inform	ation:
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✓ Completed Application and Checklist

Location of Proposed Temporary Business

Business Owner:	Contact Person:
Name MARK BRADFORD	NameSAME INFO
Address 17 ASHLEE BLUD	Address
NASH TX 75569	
Phone 963-826-4453	Phone 903-826-4453
Email imafreely76	Email
@gmail.com	
Checklist for Submission	

Provide proof of 1,000,000 Liability Insurance or Surety Bond worth the same amount.

the Temporary Business Section of the Bryant Business Ordinance.)

(Further information on the details of liability insurance can be found in Section 2-4 of

(Continued on Page 2)

	Eight (8) copies of a Site Plan:
	o Site Plan shall be to scale, all structures shall be identified. Clear identification of
	any open display areas
	o 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
,	MANK BRADFORD do hereby certify that all
inforn	nation contained within this application is true and correct. I further certify that I agree to
-	rill abide by all Temporary Business rules and regulations as outlined in the Bryant Busines
	ance. I also understand that I shall comply with all additional applicable ordinances of the
•	s well as the requirements of all state and federal laws. Furthermore, I understand
	ion of Temporary Business Ordinance 2007-43 is a misdemeanor punishable by a fine of u 20.00 per occurrence of violation. Each day's occurrence is a separate violation.
+	ers Signature Manh Brodford
Own	ers Signature // (Construction of the Construction of the Construc
	$\boldsymbol{\omega}$

MNASI SYET HWY SNORTH HWY SNORTH FIREMORKS ×>,05 ENTRANCE parkang Lot 774W #IV4S

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2022

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certificate holder in lieu of such endors			ndorsem	ent. A state	ement on thi	s certificate does not co	nter rights to	o the
PRODUCER	\		CONTACT	Kristy Wolfe				
Ryder Rosacker McCue & Huston (MGD by Hull & Company)		NAME: Kristy Volle PHONE (A/C, No, Ext): 308-382-2330 (A/C, No):						
509 W Koenig St Grand Island NE 68801			E-MAIL ADDRESS: kwolfe@ryderinsurance.com					
Grand Island NE 0000 I			ADDICES			DING COVERAGE	NA	IC#
			INSURER		DALE INS CO			297
INSURED		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	INSURER					
CDF Holding Company, Inc; Crazy Deb DBA Red Rhino Fireworks	bies Fir	eworks LLC	INSURER					
6659 S HWY 43			INSURER	D:				
PO Box 43			INSURER					
Joplin MO 68404			INSURER					
		E NUMBER: 1708166135		-		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUCH	QUIREME PERTAIN, POLICIES	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY DED BY T BEEN R	CONTRACT HE POLICIES EDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.	OCUMENT WITH RESPEC	T TO WHICH	THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		LIMITS	3	
A GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY		CPS3994333		2/15/2022	2/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 100,000	
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 5,000	
				ļ		PERSONAL & ADV INJURY	\$ 2,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
X POLICY JECT LOC						COMBINED SINGLE LIMIT		
						(Ea accident) BODILY INJURY (Per person)	\$	
ANY AUTO ALL OWNED SCHEDULED							\$	
AUTOS AUTOS NON-OWNED AUTOS AUTOS	1		1			PROPERTY DAMAGE (Per accident)	\$	
HIRED AUTOS AUTOS						(i or accident)	\$	*******
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
DED RETENTION \$	1						\$	
WORKERS COMPENSATION						WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Regarding the General Liability coverage, agreement. Regarding the General Liability coverage, agreement. Non-Owned Stand Coverage provided per	Blanket A Waiver of	dditional Insured applies to Subrogation applies to the	the enti e entities	ties listed bel listed below	low per attacl per attached	form CG 24 04 when requ	ired by writte	n
when required by written agreement.								
For premise liability – this certificate reflect See Attached	s covera	ge for the dates and locatio				- uns ceruncate reflects (overage for p	orouucis
CERTIFICATE HOLDER			CAN	CELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED THE EXPIRATION DATE THEREOF, N ACCORDANCE WITH THE POLICY PROVIS				IEREOF, NOTICE WILL				
Nash TX 75569	17 Ashlee Blvd Nash TX 75569		AUTHORIZED REPRESENTATIVE					

AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

NAMED INSURED

Page 1 of 1

Ryder Rosacker McCue & Huston (MGD by Hull & Company)			CDF Holding Company, Inc; Crazy Debbies Fireworks LLC		
POLICY NUMBER			CDF Holding Company, Inc; Crazy Debbies Fireworks LLC DBA Red Rhino Fireworks 6659 S HWY 43 PO Box 43		
			PO Box 43 Joplin MO 68404		
CARRIER		NAIC CODE	30piii 100 00404		
			EFFECTIVE DATE:		
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS F	ORM IS A SCHEDULE TO A	CORD FORM,			
FORM NUMBER: 25 F	ORM TITLE: CERTIFICATE	OF LIABILITY	NSURANCE		
purchased from the above Named					
		: 5407 Hwy 5 N	Brvant, AR 72022, Addtl Insureds: Brent Grant- landowner: City of Bryant, AR:		
Mark Bradford/Five Star Fireworks	- proprietor		Bryant, AR 72022. Addtl Insureds: Brent Grant- landowner; City of Bryant, AR;		
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END	OR:	SE	ME	NT
NO.				

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—OPERATORS OF NON-OWNED FIREWORK STANDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II—Who Is An Insured is amended to include as an additional insured any person or organization that holds a certificate of insurance for the "non-owned firework stands" through an agreement with you, but only with respect to "bodily injury," "property damage" or "personal and advertising injury," subject to the following additional exclusions:

- 1. The insurance afforded the additional insured does not apply to:
 - a. Any express warranty unauthorized by you;
 - Any physical or chemical change in the product made intentionally by the additional insured, including the ignition of "fireworks";
 - Repackaging, except when unpacked solely for the purpose of sale or inspection;
 - d. "Bodily injury" or "property damage" arising out of "fireworks" that are not purchased from the Named Insured;
 - e. Any failure to make such inspections, adjustments or servicing as the additional insured has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products; or

- e. Demonstration or product testing operations.
- This insurance does not apply to any insured person or organization, from which you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- Coverage provided is limited to those certificate holders who obtain a certificate of insurance prior to an "occurrence" and whose certificate of insurance is on file with us.
- 4. Coverage provided by this endorsement is limited to the certificate holder of the "non-owned firework stands" and to the time period specified in the certificate of insurance.

For purposes of this endorsement, the following definitions apply:

"Non-owned firework stands" means any premises, site or location which is owned, or occupied by, or rented or loaned to a certificate of insurance holder, including any temporary structures, used for the retail sale of the Named Insured's "fireworks."

"Fireworks" means an explosive or burning device or pyrotechnic material, product or device.

	/	
AUTHORIZED REPRESENTATIVE	DATE	

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We walve any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This walver applies only to the person or organization shown in the Schedule above.



END	ORSEN	MENT
NO.		

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- **a.** Currently in effect or becoming effective during the term of the policy; and
- **b.** Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - **b.** The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

 With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of SECTION I— COVERAGES:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
- **4.** Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
- 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- **b.** Supervisory, inspection, architectural or engineering activities.
- 6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under SECTION I—COVERAGES to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE