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: 11/22/22

## Business Information:

Name FIVE STAR FIREWORKS

Federal Tax Employer ID Number 453216207

Arkansas State Sales Tax Number N/A

Location of Proposed Temporary Business 23395 I-30

## Business Owner:

Name MARK BRADFORD

Address 17 ASHLEE BLVD
NASH, TX 75569

Phone 903-826-4453

Email imafreely96@gmail.com

## Contact Person:

Name Same INFO

Address

Phone 903-826-4453

Email

## 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)*

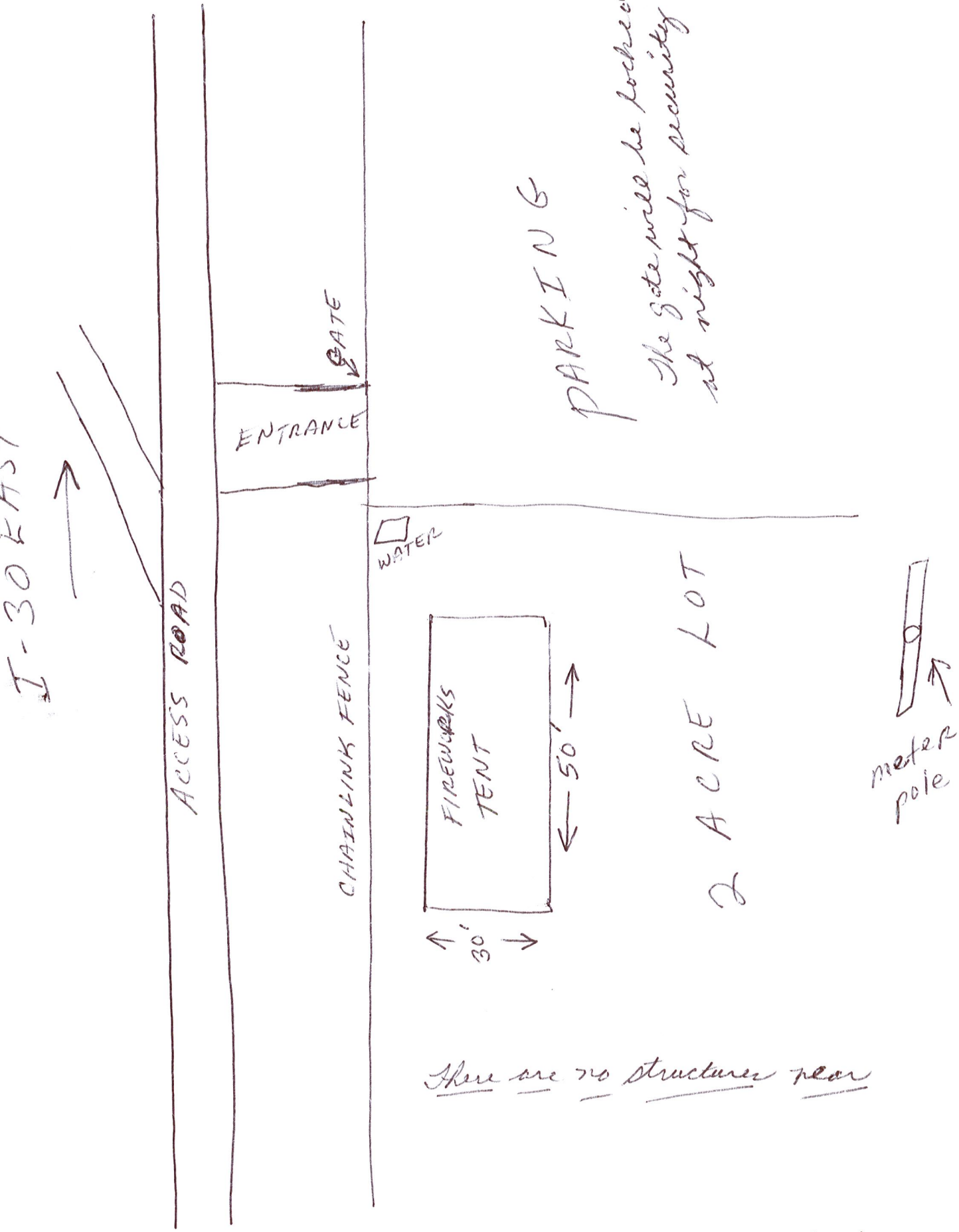
- ☐ Eight (8) copies of a **Site Plan**:
  - Site Plan shall be to scale, all structures shall be identified. Clear identification of any open display areas
  - Fireworks tent / canopy shall have a minimum 50ft. setback from all other structures
  - Show parking spaces dedicated by the owner of the property 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 MARK BRADFORD, *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** Mark Bradford

FIREWORKS LOCATION




There are no structures near

23395 I-30 Bryant, Ark

# 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(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 | CONTACT NAME: Kristy Wolfe |
|---|---|
| Ryder Rosacker McCue & Huston (MGD by Hull & Company)<br>509 W Koenig St<br>Grand Island NE 68801 | PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No):<br>E-MAIL ADDRESS: kwolfe@ryderinsurance.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : SCOTTSDALE INS CO | 41297 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
CDF Holding Company, Inc; Crazy Debbies Fireworks LLC
DBA Red Rhino Fireworks
6659 S HWY 43
PO Box 43
Joplin MO 68404

**COVERAGES** **CERTIFICATE NUMBER:** 1708166135 **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** | | | CPS3994333 | 2/15/2022 | 2/15/2023 | EACH OCCURRENCE | $ 2,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] **EXCESS LIAB** [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | 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)**
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Non-Owned Stand Coverage provided per attached form GLS-326s. Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

For premise liability – this certificate reflects coverage for the dates and location noted below. For product liability – this certificate reflects coverage for products
See Attached...

**CERTIFICATE HOLDER**

Mark Bradford/Five Star Fireworks
17 Ashlee Blvd
Nash TX 75569

**CANCELLATION**

**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**

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| AGENCY<br>Ryder Rosacker McCue & Huston (MGD by Hull & Company) | NAMED INSURED<br>CDF Holding Company, Inc; Crazy Debbies Fireworks LLC<br>DBA Red Rhino Fireworks<br>6659 S HWY 43<br>PO Box 43<br>Joplin MO 68404 |
| 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

purchased from the above Named Insured only.

Dates of Operation: Dec 1, 2022-Jan 3, 2023. Location address: 5407 Hwy 5 N Bryant, AR 72022. Addtl Insureds: Brent Grant- landowner; City of Bryant, AR; Mark Bradford/Five Star Fireworks- proprietor



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SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT 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;
   b. Any physical or chemical change in the product made intentionally by the additional insured, including the ignition of "fireworks";
   c. 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.
2. 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.
3. 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

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POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY**
**CG 24 04 05 09**

# 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 waive 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 waiver applies only to the person or organization shown in the Schedule above.


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SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT 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:

**1.** 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.

**2.** 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:

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**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

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