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 1, 2024

Business Information:

Name A-1 Fireworks

Federal Tax Employer ID Number 26-1711923

Arkansas State Sales Tax Number 00318073-515

Location of Proposed Temporary Business 2512 I-30 Bryant, AR. 72022

Business Owner:

Name Michael Gongola

Address 2434 State Hwy 10 East
Ola, AR. 72853

Phone 479-489-3298

Email mikegongola65@gmail.com

Contact Person:

Name Joan Posey

Address 2434 State Hwy 10 East
Ola, AR. 72853

Phone 479-747-9304

Email jposey@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 _____, *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 _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2024

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, LLC dba Britton Gallagher
3737 Park East Dr. STE 204
Beachwood OH 44122

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Winco Fireworks International LLC
12521 15th Street
Grandview MO 64030

COVERAGES **CERTIFICATE NUMBER:** 2008908817 **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** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC			SI8ML02067-231	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS 8166972217						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] 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: 06/20/24 through 07/10/24
Dates of Coverage for Christmas/New Year Season: 12/10/24 through 12/31/24
Location: 25612 I-30 Bryant, AR 72022
See Attached...

CERTIFICATE HOLDER

A-1 Fireworks
24341 Highway 10 East
Ola AR 72853

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 #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure, LLC dba Britton Gallagher	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

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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 2024 or sooner and/or For a term of 31 days per year commencing December 15th 2024 and terminating January 15th 2025 as provided herein At the annual rental of;

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

Initial Initial

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 23 day of April year 2024.

By: Dion Simpson (Lessor)

By: _____ (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: Dion Simpson
Dated: 4-23-24

Signed: Lisa Rey
Dated: April 30, 2024

O = powerpole

Vacant building

Distance of
70 feet

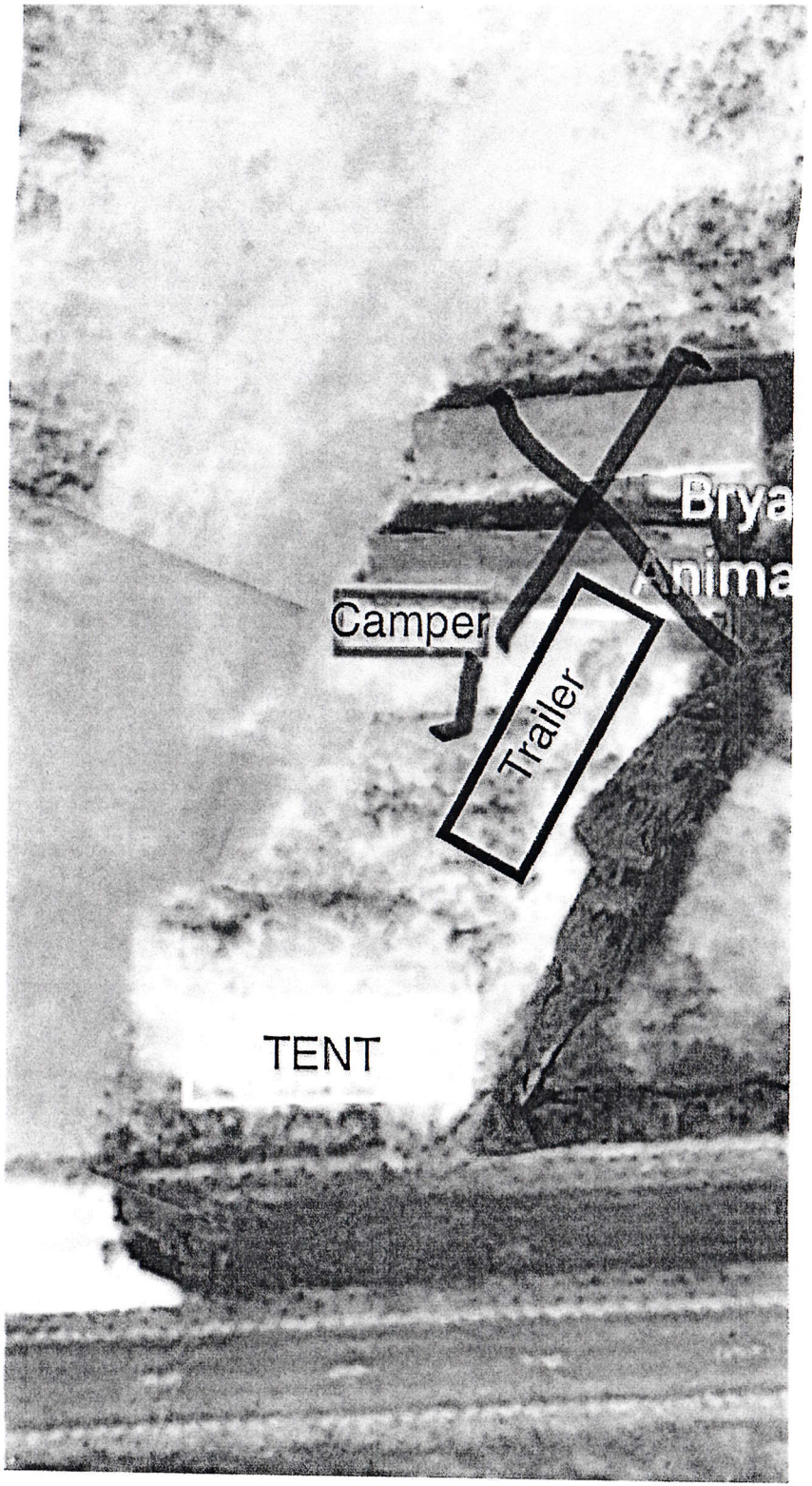
Driveway
50 ft wide

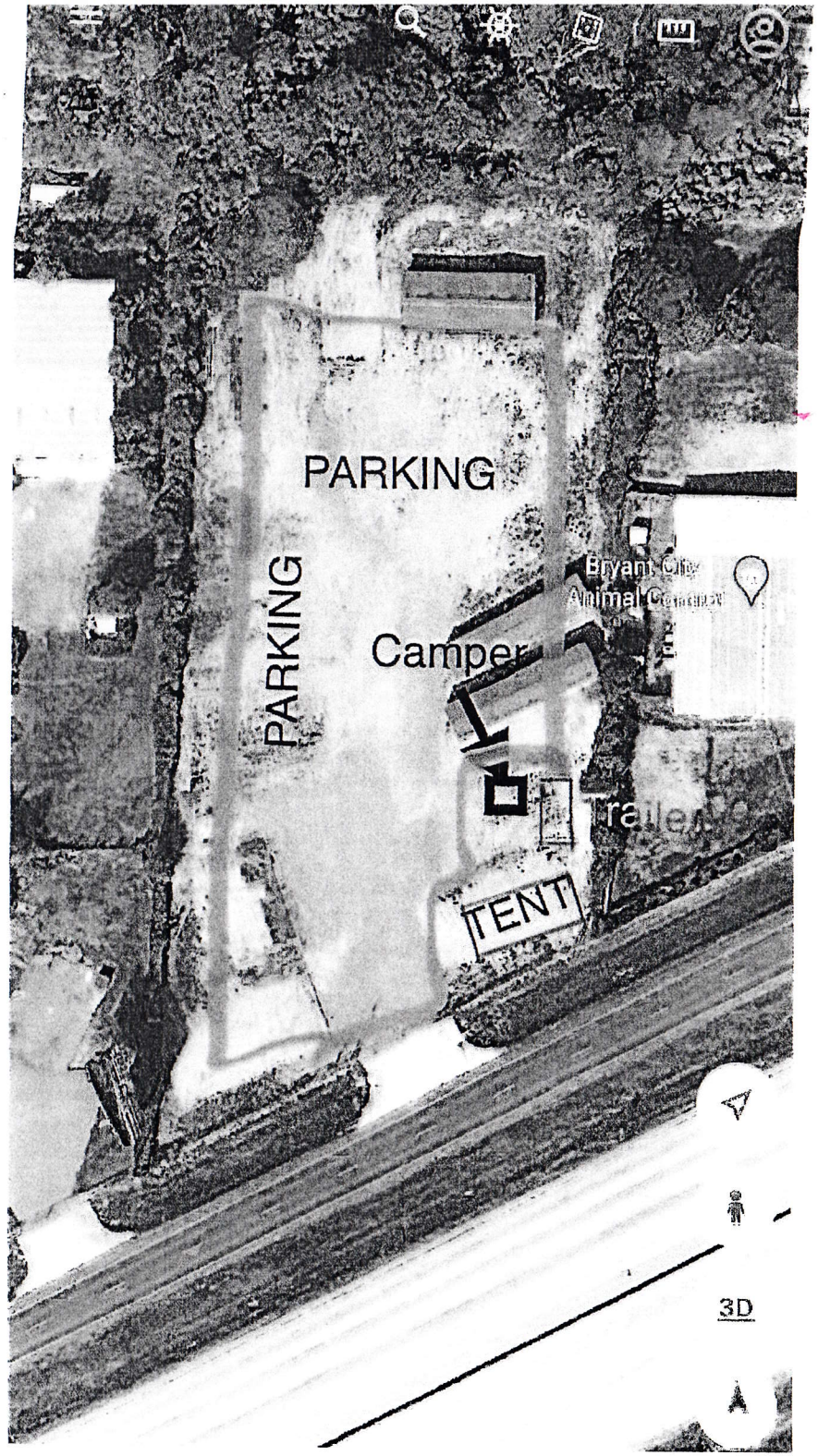
50x20

6x30

trailer

8x28


Camper
Trailer
TENT


PARKING
PARKING
Camper
TENT
3D

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAY IN PLACE OF BUSINESS

Office of Fire Services

State Fire Marshal

Permit Number	Date of Issue
FWJ.0001200	05/01/2023

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-WHOLESALER LICENSE

LICENSE EXPIRES

04/30/2025

AJ GARY

DIRECTOR and STATE
HOMELAND SECURITY ADVISOR

NON TRANSFERABLE

Jake Dennis Free

Jake Dennis Free
STATE FIRE MARSHAL