



Initial Application Date: 12/12/18

Application # _____
DRB # _____ CU # _____

COMMERCIAL

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting (Physical) 108 E. Front Street, Lillington, NC 27546 (Mailing) PO Box 65 Lillington NC 27546 Phone: (910) 893-7525 opt # 2 Fax: (910) 893-2793 www.harnett.org/permits

LANDOWNER: H.M.'s Kids, Inc Mailing Address: 238 North McPherson Church Rd

City: Fayetteville State: NC Zip: 28303 Contact # 910-864-3135 Email: riddlecommercial@aol.com

APPLICANT: TNT Fireworks c/o Billy Blackmon Mailing Address: PO Box 97

City: Hope Mills State: NC Zip: 28348 Contact # 919-215-2107 Email: blackmonb@tntfireworks.com

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: _____ Phone # _____

Address: 3035 NC 875 PIN: 9584-69-9707-000

Deed Book Page: 1

PROPOSED USE:

- Multi-Family Dwelling No. Units: _____ No. Bedrooms/Unit: _____
- Business Sq. Ft. Retail Space: _____ Type: _____ # Employees: _____ Hours of Operation: _____
- Daycare # Preschoolers: _____ # Afterschoolers: _____ # Employees: _____ Hours of Operation: _____
- Industry Sq. Ft: _____ Type: _____ # Employees: _____ Hours of Operation: _____
- Church Seating Capacity: _____ # Bathrooms: _____ Kitchen: _____

Accessory/Addition/Other (Size 40 x 40) Use: Temporary Tent Structure

Water Supply: County Existing Well New Well (# of dwellings using well _____) *Must have operable water before final
(Need to Complete New Well Application at the same time as New Tank)

Sewage Supply: New Septic Tank Expansion Relocation Existing Septic Tank County Sewer
(Complete Environmental Health Checklist on other side of application if Septic)

Comments: Temporary Sale of NC-Approved Fireworks/Sparklers for New Year's Season from 12/27-12/31 2018

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

BILLY BLACKMON Digitally signed by BILLY BLACKMON
Date: 2018.11.06 14:04:11 -05'00'
Signature of Owner or Owner's Agent

12/12/18
Date

****This application expires 6 months from the initial date if permits have not been issued****

RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION

It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.

This application expires 6 months from the initial date if permits have not been issued



Application for Plan Review

Application # _____ - _____

Date Received: 12/12/18 Received By: 

Name of Project: TNT Fireworks Temporary Tent Sale

Physical Address of Project: 3035 NC Hwy 87 S

Cameron, NC 28326

Plans Submitted By: TNT Fireworks c/o Billy Blackmon

Project Phone: (919) - 215 - 2107

Contact Person/Address: Billy Blackmon
PO Box 97 Hope Mills, NC 28348

Contact Email: blackmonb@tntfireworks.com

Contact Phone: (919) - 215 - 2107 (_____) - _____ - _____

Contractor's Name/Info: TNT Fireworks

Contractor's Phone: (_____) - _____ - _____

- Plans that are submitted will be reviewed as quickly as possible with an average time of review between 7-10 working days.
- Status checks may be conducted on plan reviews by visiting the website <http://hteweb.harnett.org/Click2GovBP/Index.jsp> or by calling the Harnett County Central Permitting Office (910-893-7525, Option #2), or the Harnett County Fire Marshal's Office (910-893-7580).
- Approved plans must be picked up from the Central Permitting Office and all fees paid before any required inspections can be conducted.

2018 Product List NC		ALL ITEMS IN ALPHABETICAL ORDER WITHIN EACH CATEGORY					
Item Description	Grams	Item Description	Grams	Item Description	Grams	Item Description	Grams
ASSORTMENTS		FREEDOM J18	100	PINK ICE J06	100	FIRE KRACKLE - TNT J07	6
49'ER SS COM J10	All items under 200	FREEDOM EAGLE J06	170	POWER ON	165	LIGHTNING FLASH-BOX OF 6 J07	3.5
ALL AMERICAN SS COM J10	All items under 200	GAME TIME FOUNTIAN	198	PURPLE RAIN FOUNTAIN	100	MORNING GLORY TNT #10	1.4
AMERICAN PRIDE S/S GIVEAWAY	All items under 200	GRANDE LATTE J09	90	PYRO COMBUSTION J11	192	MORNING GLORY TORCH 14 IN J09	1.4
BIG ONE S/S COM J07	All items under 200	HEATED FOUNTIAN	60	Raise Your Flag J15	115	PARTY TIME PARTY POPPER J07 ST	0.01
BIG TIMER S/S	All items under 200	HOT POINT	97	Recess Fountain FTN	18	POP-IT'S TNT	NA
GOOD TIME BAG	All items under 200	Independence Day FTN	192	RIP TIDE SS J09	95	PULLSTRING SMK GRENADE J07	15
GRAND 49'ER S/S	All items under 200	INFERNO	48	ROCKETMAN	135	PUNK JUMBO J07	NA
HOT ZONE SS COM J10	All items under 200	INTO THE NIGHT FOUNTIAN	100	SHINING STAR J07	125	SMOKE BALLS ASST'D TNT J07	2.2
INDEPENDENCE TRAY SS COM J10	All items under 200	JACK IN THE BOX	10	SHOW ME THE MONEY	90	SMOKE BOMB J11	2
PARTY PAK	All items under 200	JUMBO 20 ROCKET FOUNTAIN	28	SONIC BOOM FOUNTAIN	90	TNT BLASTS BAG OF 6 J07	2.5
PERFECT SHOW SS COM J10	All items under 200	JUMBO CALIFORNIA CANDLE	30	Sparknado J15	160		
PYRO PAK BAG SS COM J10	All items under 200	JUMBO PURPLE RAIN J11	130	SPIRAL LITE - FOUNTAIN	50		
SPECTACULAR SHOW SS-ALL	All items under 200	KILLER BEE FOUNTAIN	38	STARS & STRIPES FOUNTAIN	125		
SPECTACULAR SHOW SS-COM	All items under 200	LEAPING LIZARDS J09	185	SUPER CALIFORNIA RKT FTN	30		
THE BIG BANG S/S	All items under 200	LEAVE NO DOUBT	55	Super Snazzy FTN	192		
THE BIG DELUXE SS-ALL	All items under 200	Lets Do This J15	190	SURFS UP FOUNTIAN	114		
TNT BIG TIMER SS J09	All items under 200	LIGHT THE NIGHT J07	180	SURROUND SOUND FOUNTAIN	162		
TNT FAMILY PAK TRAY S/S-05	All items under 200	LIL PATRIOT	40	TANTRUM J11	180		
TNT SACK PACK J18	All items under 200	L'IL RED DEVIL J09	30	TASMANIAN CYCLONE	197		
FOUNTAINS		LIVE WIRE	180	TEQUILA SUNRISE FOUNTAIN	5		
American Light Fountain	200	MAD DOG FOUNTAIN	90	The One to Beat J15	80		
AMERICAN SPIRIT FTN	160	MAGNETIC HEAT	196	TNT Bomb J15	7		
BIG DINGER J11	120	MAIN SQUEEZE J06	120	TNT Dragonfly	9		
BLISTERING SKIES FOUNTAIN	186	MAKE THE GRADE FOUNTIAN	105	TNT Happy Lamp J15	32		
BLUE PLANET FOUNTAIN	140	Mano Y Mano J15	11	USA ROCKET FOUNTAIN	34		
BORN TO BLAST FOUNTIAN	150	MAYAN GOLD J08	122	WALK PROUD	180		
CAROUSEL J11	15	Mini California Rocket Fountain	10	WANGO TANGO J08	125		
CASCADING WATERFALL J08	160	MINI MONSTER FOUNTAIN	8	WILD TURKEY	136		
COLORFUL RAIN J11	75	MOLTEN POT J08	195	YELLOW STARS	45		
COOL BREEZE	64	Mr Glow Fuse J15	70	ZOMBIE RUSH	100		
COUNTDOWN SS COM - J09	100	NEON FORCE FOUNTIAN	60	ZOMBIES FOUNTAIN	80		
CRACKLING CACTUS FOUNTAIN	50	Neon Galaxy J16	112	NOVELTIES/SMOKE			
CRAZY COLORS J11	120	NIGHT TREASURE - J05	195	#10 GOLD SPARKLER J09	NA		
CRICKETS FOUNTAIN	60	O-Blivion FTN	174	#14 NEON SPARKLERS	NA		
CUCKOO FOUNTAIN	40	OLD GLORY FOUNTAIN	60	#20 SPARKLER GOLD J09	NA		
DANCING LIGHTS J17	90	OPTICAL ILLUSION	192	36 IN MORNING GLORY BAG OF 6	9.5		
DIZZY TIZZY J11	90	OUTER LIMITS	90	ASSORTED COLOR AMMO SMOKE	20		
DUST DEVIL	95	Parfait Fountain	69	ASST. COLOR SNAKE-TNT J07	1		
ELECTROLYTES	164	PICCOLO PETE FOUNTAIN	7	BOOBY TRAPS J10	5		
Fiery Scorpions J16	150	Pink Cloud J15	16	CAN OF WORMS	7		
FLASH DANCE J09	189	PINK DIAMONDS J06	80	CHICKEN COOP	10		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2019

11/7/2018

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest Indemnity Insurance Company	10851
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 13779446 **REVISION NUMBER:** XXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	N	SI8GL00242-181	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 ADDITIONAL INSURED: FNC3035; PROPERTY LOCATED AT CAGLE FURNITURE 3035 NC HWY 87 SOUTH CAMERON, NC 28326; TIMOTHY TUCKER; DAVIS CHAPEL UHC; Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

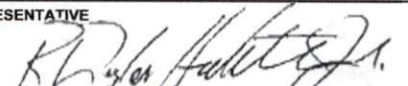
CERTIFICATE HOLDER 13779446 H.M.'s KIDS, INC. 3035 NC HIGHWAY 87 South CAMERON NC 28326	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT A



Tents available by **STARRETT BROTHERS**

1-800-433-9116

Certificate of Flame Resistance



REGISTERED
FABRIC
NUMBER
306.1

ISSUED BY
STARRETT BROTHERS
TENT MANUFACTURE
P.O. BOX 13002
HAMILTON, OH. 45013

Date
Manufactured

5/07

This is to certify that the materials described herein have been flame-retardant treated (or are inherently nonflammable).

The articles described on the bottom hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material uses PVR Reg. No.

The Flame Retardant Process Used WILL NOT Be Removed By Washing.

Jeremy W Starrett

Name of Production Superintendent

Daniel J Starrett

Owner

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HARNETT

This TEMPORARY LEASE AGREEMENT (this "Agreement"), is made this 11th day of December 2018, between H. M.'s KIDS, INC., a North Carolina corporation, through its manager Riddle Commercial Properties, Inc., located at 238 North McPherson Church Road, Fayetteville, North Carolina 28303 ("Lessor") and AMERICAN PROMOTIONAL EVENTS, INC. – EAST D/B/A TNT FIREWORKS ("Lessee") whose address is 4511 Helton Drive, Florence, Alabama 35630.

WITNESSETH

1. "Lessor" hereby agrees to permit "Lessee" the right to use property of "Lessor" for the promotion and sell of fireworks, and for no other purpose. Lessee shall not have the right to sublease portions of the property to other vendors or users.
2. Term of Agreement The term of agreement shall be from December 23, 2018 through January 3, 2019, total of twelve (12) days.
3. Taxes "Lessor" shall pay all applicable taxes or assessments levied and assessed on the leased property during the term of the agreement. "Lessee" shall pay all taxes on any personal property stored in or on the leased property.
4. Description Use of property listed as located on 3035 NC Highway 87 South, located in Cameron, North Carolina. The subject is more particularly described on the Attached "Exhibit A" and outlined in red. Parking, all vehicles must park in the Cagle Furniture parking lot.
5. Consideration Sum of One Thousand and 00/100 Dollars (\$1,000.00) in advance for term of agreement.
6. Indemnification "Lessee" does hereby indemnify and save "Lessor" from any and all liabilities, damages, costs, and expenses as a result of any claim, action against it arising out of or in connection with "Lessee's" use of property. "Lessee" shall save "Lessor" harmless from and against any and all claims for injury to person or property damage resulting from or arising out of "Lessee's" use of the premises, the conduct of business or any act by "Lessee", "Lessee's" agents, employees or invitees.
7. Hazardous Materials "Lessee" shall not cause or permit any hazardous or toxic materials to be brought upon, kept or used in or about the Premises by "Lessee", it's agents, employees, contractors, or invitees: "provided, however, for the purposes of this Agreement the term "hazard or toxic material" shall not include UN 0336, 1.4G consumer fireworks or deregulated novelty items."

PROHIBITION OF CONSUMER FIREWORKS. In the event that any federal, state or local statute, ordinance, regulation, or court holding is issued or passed that temporary or permanently prohibits the sale, use, storage or possession of 1.4G consumer fireworks or deregulated novelties at the property listed on **Exhibit A**, then the provisions of this Lease shall automatically become null and void.

8. Agreement Binding Upon Parties The terms, covenants, conditions, provisions and undertakings in this agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto, as if they were in every case named and expressed and shall be construed as covenants running with the land, and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, personal representatives, successors, and assigns of such party, as if in each and every case so expressed.
9. "Lessee" shall obtain all permits and licenses required by local governmental authorities to operate its business herein. Lessee shall abide by all rules and regulations and ordinances in its business operations.
10. "Lessee" shall keep the premises free of debris, trash, etc., and shall be responsible for the disposal of such. Lessee's use of the property will not include loud music or noise and/or obnoxious odors to be emitted.
11. "Lessee" shall not permit the use of fireworks on the property.
12. "Lessee" shall not permit smoking within 25 feet of the fireworks or the tent that is erected to hold the fireworks.
13. "Lessor" has made no representations or promises with respect to the premises except as herein expressly set forth. The taking of possession of the premises by "Lessee" shall be conclusive evidence, as against "Lessee" that it accepts the same "As Is" and that the premises are suited for the use intended by "Lessee" and were in good and satisfactory condition at the time such possession was so taken.

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

If all parties agree on the day and year first above written, signatures by all parties below will cause agreement to be fulfilled.

LESSOR:
H. M.'s KIDS, INC.



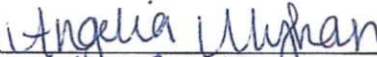
Hugh Michael Cagle
President


(Official Seal)

LESSEE:
**AMERICAN PROMOTIONAL
EVENTS, INC. – EAST d/b/a TNT**

FIREWORKS

Attest:

BY: 
Angelia Myhan Name
Notary Title

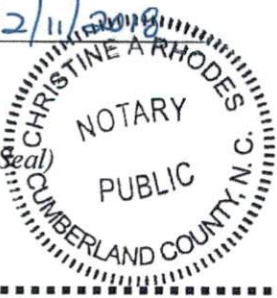

Tracy Hughes Name
Leasing Operations Title

(Official Seal)



STATE OF NORTH CAROLINA)
COUNTY OF Cumberland)

I, Christine A. Rhodes, a Notary Public for said County and State, do hereby certify that **Hugh Michael Cagle** personally came before me this day as President of **H. M.'s Kids, Inc.** and acknowledged the due execution of the foregoing instrument.

Dated: 12/11/2018
(Official Seal)


Christine A. Rhodes
Printed Name: Christine A. Rhodes
Notary Public

My commission expires: August 14, 2021

STATE OF Alabama)
COUNTY OF Lauderdale)

I, Angelia Myhan, a Notary Public in and for the aforesaid County and State, do hereby certify that Tracy Hughes (*Inser: Name of Secretary*) personally came before me this day and acknowledged that he/she is the _____ Secretary of **AMERICAN PROMOTIONAL EVENTS, INC. - EAST d/b/a TNT FIREWORKS**, a _____ corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Director of Leasing Operations.

Dated: Dec. 7, 2018

Angelia Myhan
Printed Name: Angelia Myhan
Notary Public

My commission expires: Apr. 7, 2021

(Official Seal)



EXHIBIT A

Site Plan:

