

4-12-2022

Initial Application	Date:		• • •	on #	
				CU #	
		COMME	_		
Central Permitting (I	Physical) 108 E. Front Street, Lillington, NC 275	COUNTY OF HARNETT LA 46 (Mailing) PO Box 65 Lillington N		t # 2 Fax: (910) 893-2793 www.harnett.o	org/permits
	H.M. Kid's, Inc.				•
	ville State: N				@aol.com
APPLICANT*	nerican Promotional Events o	/b/a TNT Fireworks	Address: P. O. Box 9	7	
City: Hope M	1ills State: No	Z _{ip:} 28348 _{Contact #}	910-301-0510	powersc@tntfirework	(s.com
*Please fill out appli	icant information if different than landown	er			
CONTACT NAMI	E APPLYING IN OFFICE: Connie Carletta Cagle Dr Camero	Powers	Phon	_{e #} _910-301-0510	
Address: 107	Carletta Cagle Dr Camero	on NC 28326 PIN:	9584-69-9707.000		
Zoning: RA20F	R Watershed: Flood:_	Deed Book Pa	_{ge:} Lease _/ agreemer	nt	
Setbacks - F	ront: 50" Back:	Side: ^{50'} Co	orner:		
PROPOSED USE	E ∙				
	e: / Dwelling No. Units:	No. Bedrooms/Unit:			
,					
☐ Business	Sq. Ft. Retail Space:	_Type:	# Employees:	Hours of Operation:	
D. D	# December of a sec	# Afternational and	# Francisco	Have at One and have	
■ Daycare	# Preschoolers:	# Afterschoolers:	# Employees:	Hours of Operation:	
☐ Industry	Sq. Ft: Type:		# Employees:	Hours of Operation:	
□ Church	Seating Capacity:				
☐ Accessory/A	Addition/Other (Siz &0 x 4 £ 0 120 0	յ _{seq ft} Temporary te	nt to sell NC legal an	d approved fireworks	
Water Supply:	County Existing Well	New Well (# of dwellin	ngs using well) *New Well Application at the sa	lust have operable water before	final
	New Septic Tank Expan	sion RelocationE	xisting Septic Tank Co		
_	Complete Environmental Health Che	cklist on other side of applica	ation if Septic		
Comments.					
					
If permits are gra	inted I agree to conform to all ordina	nces and laws of the State o	f North Carolina regulating s	uch work and the specifications of	plans submitted
I hereby state that	at foregoing statements are accurate	and correct to the best of m	y knowledge. Permit subject	to revocation if false information is	s provided.
	Connie 1	Powers	4-8	-22	
		r or Owner's Agent		ate	
	•	•			

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 CONTINUES ON BACK

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

This application to be filled out when applying for a septic system inspection.

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT

OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration

□ Environmental Health New Septic System

- <u>All property irons must be made visible</u>. Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the <u>undergrowth</u> to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. *Do not grade property*.
- All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.

☐ Environmental Health Existing Tank Inspections

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over **outlet end** of tank as diagram indicates, and lift lid straight up (*if possible*) and then **put lid back in place**. (Unless inspection is for a septic tank in a mobile home park)
- DO NOT LEAVE LIDS OFF OF SEPTIC TANK

"MORE INFORMATION MAY BE REQUIRED TO COMPLETE ANY INSPECTION"

SEPTIC If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one. {__}} Innovative {__}} Conventional {__}} Accepted {___} Any { } Alternative { } Other The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant MUST ATTACH SUPPORTING DOCUMENTATION: Does the site contain any Jurisdictional Wetlands? {___}}YES {__}} NO {___}}YES {__}} NO Do you plan to have an <u>irrigation system</u> now or in the future? {__}} NO {___}}YES Does or will the building contain any <u>drains</u>? Please explain. Are there any existing wells, springs, waterlines or Wastewater Systems on this property? {___}}YES {___}} NO Is any wastewater going to be generated on the site other than domestic sewage? {___}}YES {__}} NO {___}}YES {__}} NO Is the site subject to approval by any other Public Agency? {__}} NO Are there any Easements or Right of Ways on this property? {___}}YES { }YES { } NO Does the site contain any existing water, cable, phone or underground electric lines? If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.





Application for Plan Review

Application #

74	
Date Received:	Received By:
Name of Project:	American Promotional Events d/b/a TNT Fireworks,Connie Powers,
Physical Address of Project:	107 Carletta Cagle Dr, Cameron, NCC 28326
Plans Submitted By:	Connie Powers, Agent
Project Phone:	(<u>910</u>)- <u>301</u> - <u>0510</u>
Contact Person/Address:	P.O. Box 97, Hope Mills, NC 28348
Contact Email:	powersc@tntfireworks.com
Contact Phone:	(<u>910</u>)- <u>301</u> - <u>0510</u> ()
Contractor's Name/Info:	
Contractor's Phone:	()

- Plans that are submitted will be reviewed as quickly as possible with an <u>average time of review between 7-10 working days.</u>
- 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.





Fire Marshal Division

1005 Edwards Brother Drive Lillington, NC 2756 910-893-7580

Application for Tent/Canopy Permit

Application# _____ Date: ____/_

State	Zip
etta Cagle	Dr.
State	Zip
etion Date	/
on will be cond There will be	to Central Permitting, prior to the ducted to verify compliance. Please a permit fee assessed for the tent(s). apleted. The following items are
nt/canopy on p	property and distance from
ing dimension	ns of each and whether the tent will
y.	
ch tent/canopy	y.
	/
	Date
	State etta Cagle State etion Date etion Date etion be concrete will be has been compation: et/canopy on printing dimensions.

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made this ______ day of ______ day of _______ 2021, between H. M.'s KIDS, INC., a North Carolina corporation, through its manager Riddle Commercial Properties, Inc., located at 4200 Morganton Road, Suite 150, Fayetteville, North Carolina 28314 ("Lessor") and AMERICAN PROMOTIONAL EVENTS, INC.- EAST D/B/A TNT FIREWORKS ("Lessee") whose address is 4511 Helton Drive, Florence, AL 35630.

WITNESSETH

- 1. "Lessor" hereby agrees to permit "Lessee" the right to use property of "Lessor" for 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. <u>Term of Agreement and Rent Amount</u> The term of agreement shall be for Five (5) years for the following Holidays and dates:
 - A. New Year Festivities December 23rd through January 3rd Rental Rate of B. Fourth of July June 19th through July 5th Rental Rate of the year.
- 3. <u>Taxes</u> "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. <u>Description</u> 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 o in advance for each Term of Agreement/Fourth of July and the sum o in advance for each Term of Agreement/New Year's Festivities.

 Lessee" shall pay the Consideration Fifteen (15) days in advance of each Term of Agreement/Holiday.
- 6. <u>Indemnification</u> "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. <u>Termination Clause</u> If the "Lessor" sells the property or decides to develop said property the "Lessee" shall be notified within Thirty (30) days of "Lessor" intent to sell or develop, and this lease will be null and void. Shall the lease become null and void the consideration paid hereunder shall be promptly refunded to "Lessee".
- 8. <u>Hazardous Materials</u> "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 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 and the consideration paid hereunder shall be promptly refunded to "Lessee". The prohibition described in this section shall be construed broadly so as to account for any code, decree, executive order, injunction, law, order, ordinance, regulation or rule amended, enacted, issued or modified by any governmental authority, whether at the federal, state or local level.
- 9. 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.
- 10. "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. In the event "Lessee" is unable obtain any license or permit required, "Lessee" may terminate this Agreement and receive a full refund of the consideration paid hereunder.
- 11. "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.
- 12. "Lessee" shall not permit the use of fireworks on the property.

- 13. "Lessee" shall not permit smoking within 25 feet of the fireworks or the tent that is erected to hold the fireworks.
- 14. "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 is 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.

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:
Preston Platt

Preston Platt

Name

VP - Sales Title

DocuSigned by:

Tracy Hughes ODAB8C9048F...

Name

Director of Leasing Opera**Tipp**s

(Official Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2021

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 this certificate does not confer rights t							require an endorsement.	A sta	itement on
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305					CONTACT				
(404) 460-3600				ADDRES					
				INSLIDE			Insurance Company		NAIC # 10851
INSURED American Promotional Events, I	no			INSURE		indemnity :	misurance company		10051
DBA TNT Fireworks, Inc.	IIC.			INSURE					
P.O. Box 1318				INSURE	RD:				
4511 Helton Drive Florence AL 35630				INSURE	RE:				
				INSURE	RF:				
			NUMBER: 1377944		U IOOUED TO		REVISION NUMBER:		XXXXX
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES EDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	г то и	VHICH THIS
INSR LTR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	N	SI8GL00242-211		11/1/2021	11/1/2022	DAMACE TO DENITED	1,00 500,	0,000
CEANNO-WADE A CCCON							(5.00	
							` ' ' '		0,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	2,00	0,000
POLICY PRO- JECT X LOC							PRODUCTS - COMP/OP AGG \$	2,00	0,000
OTHER:							\$ COMBINED SINGLE LIMIT		
ANY AUTO			NOT APPLICABLE				(Ea accident)		XXXXX
ANY AUTO OWNED SCHEDULED									XXXXX
AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE @		XXXXX XXXXX
AUTOS ONLY AUTOS ONLY							(i di decident)		XXXXX
UMBRELLA LIAB OCCUR			NOT APPLICABLE						XXXXX
EXCESS LIAB CLAIMS-MADE									XXXXX
DED RETENTION\$									XXXXX
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE				PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT \$	XXX	XXXXX
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$		
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	XXX	XXXXX
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL ADDITIONAL INSURED: FNC3035; PROPER								тиск	CER·
DAVIS CHAPEL UHC; Certificate holder is an a									
CERTIFICATE HOLDER				CANC	ELLATION				
13779446 H.M.'s KIDS, INC. 3035 NC HIGHWAY 87 South CAMERON NC 28326				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					
					8	112/	AutitEst.		

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2022 Product List	ALL ITEMS IN ALPHABETICAL ORDER									
Item Description	Grams	Item Description	Grams	Item Description		Item Description	Grams			
<u>ASSORTMENTS</u>	All items under 200	<u>FOUNTIANS</u>	All items under 200	FOUNTAINS (cont.)	All items under 200	<u>NOVELTIES</u>	All items under 200			
49'ER S/S COM J10		AMERICAN SPIRIT FTN		OLD GLORY FOUNTAIN		#10 GOLD SPARKLER J09				
ALL AMERICAN SS COM J10		BOMB POP J22		OPTICAL ILLUSION		#14 NEON SPARKLERS PDQ NYP J14				
BIG TIMER S/S J09		CENTENNIAL FOUNTAIN		PICCOLO PETE FOUNTAIN		#20 SPARKLER GOLD J09				
CENTENNIAL SS ALL J20		COOL BREEZE		PINK DIAMONDS J06		36 IN MORNING GLORY BAG OF 6				
GOOD TIME BAG		COUNT IT DOWN		PINK ICE J06		5K TNT CRACKLING THUNDER 6FT				
GRAB BAG SPECIAL SS SM		CUCKOO FOUNTAIN		PURPLE RAIN FOUNTAIN		ASSORTED COLOR AMMO SMOKE				
HOT ZONE SS COM		FAIRY WAND J21		SMILE J20		ASST. COLOR SNAKE-TNT J07				
INDEPENDENCE TRAY SS COM J10		FREEDOM J18		SPARKLEBERRY		CAN OF WORMS				
PERFECT SHOW SS COM J10		FRUIT BOWL J21		TENTACLES		GLOW SNAPS (WINDOW) J 22				
PYRO PAK BAG SS COM J10		GUIDING LIGHT		TNT BOTTLE OF SPARKS		LIGHTNING FLASH-BOX OF 6 J07				
THE BIG DELUXE SS-ALL J11		INFERNO		TNT TORCH		MORNING GLORY TNT #10				
TNT SACK PACK No Wheels SS J20		ISLAND ESCAPE J22		TOXIC BARREL FOUNTAIN		MORNING GLORY TORCH 14 IN J09				
		JUMBO 20 ROCKET FOUNTAIN		USA ROCKET FOUNTAIN		PARTY TME PARTY POPPER J07 ST				
		JUMBO PURPLE RAIN J11				PINK CLOUD AMMO SMOKE J15				
		JUNGLE FLOWER				POP- IT'S TNT				
		LARGE MOUTH J20				PULL STRING SMOKE GRENADE J07				
		LAVA PANTHER J22				PUNK JUMBO 250 COUNT J20				
		LET'S DO THIS J15				PUNK JUMBO J07				
		L'IL RED DEVIL J09				RED SNAPPER SUPER SNAP J 21				
		MAD DOG FOUNTAIN				SMALL TANK W STAR 10/12 CC J14				
		MAGNETIC HEAT				SMOKE BALL BAG OF 6 J13				
		MAIN SQUEEZE REGISTER SPECIAL				SMOKE BALLS ASST'D TNT J07				
		MAKE THE GRADE FOUNTIAN				SMOKE BOMB J11				
		MIGHTY SWORD J21				SMOKE GRENADE W/FUSE PDQ J15				
		MINI CALIFORNIA ROCKET FOUNTAIN				TNT BLASTS BAG OF 6 J07				
		MINI MONSTER FOUNTAIN								

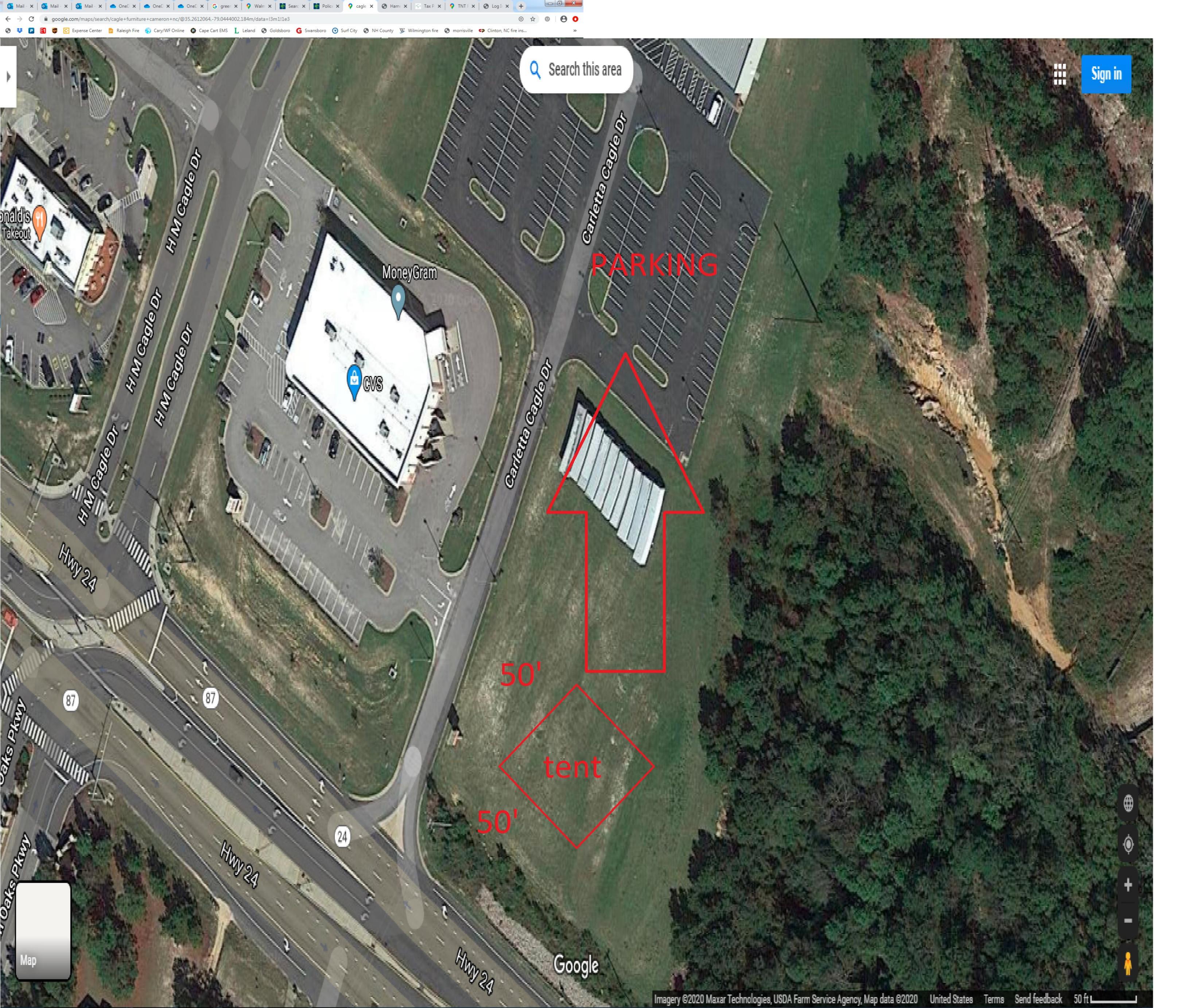
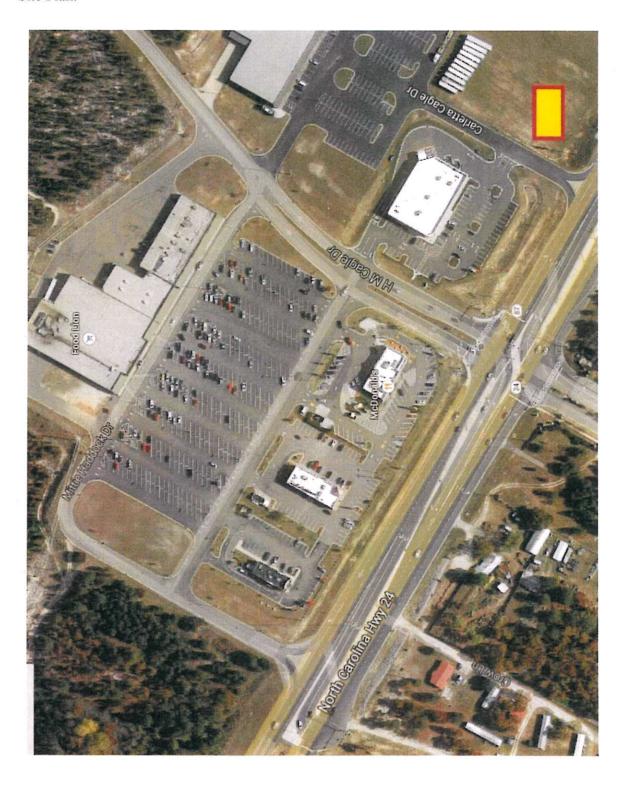


EXHIBIT A

Site Plan:



TENT SIGNAGE PLACEMENT

LONG SIDES

10 FT

10 FT

7.5 FT

7.5 FT



730640



730224E



730106E

PLACE IN HI VISIBLE LOCATION BY ROAD



730287E



730089E

PLACE ON LOW TRAFFIC SIDE OF TENT



730225E

PLACE ON HIGH TRAFFIC SIDE OF TENT



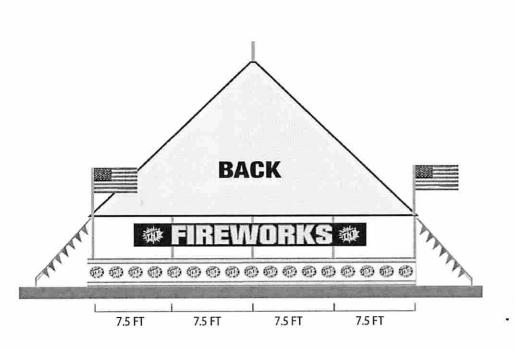
730369

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730473E

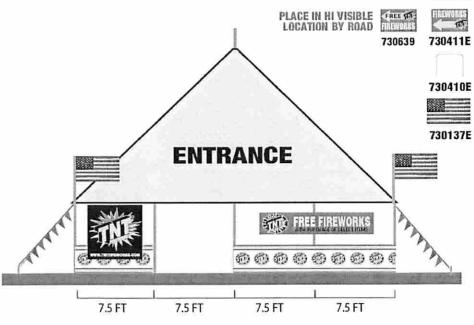
444444

730147E



7.5 FT

7.5 FT



TNT FIREWORKS PLAN-O-GRAM SAFE and SANE ---- TENT

