



# **Application for Plan Review**

Application #					
Date Received:	Received By:				
Name of Project:	American Promotional Events d/b/a TNT Fireworks,Connie Powærs				
Physical Address of Project:					
Plans Submitted By:	Connie Powers, Agent				
Project Phone:	( <u>910</u> )- <u>301</u> _0510				
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</u> <u>between 7-10 working days</u>.
- Status checks may be conducted on plan reviews by visiting the website <u>http://hteweb.harnett.org/Click2GovBP/Index.jsp</u> 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.



04-20-2023 Initial Application Date:	Application #
	DRB # CU #
COMMERCIA	
Central Permitting (Physical) 420 McKinney Pkwy, Lillington, NC 27546 (Mailing) PO Box 65 Lillington NC 27546 LANDOWNER: H.M. Kid's, Inc. Mailing Addres	<ul> <li>Phone: (910) 893-7525 opt # 1 Fax: (910) 893-2793 www.harnett.org/permits</li> <li>4200 Morganton Rd Suite 150</li> </ul>
Fayetteville         NC           City:	riddlecommercial@aoi.com Email:
APPLICANT*: American Promotional Events d/b/a TNT Fireworks.	<sub>ss:</sub> P.O.Box 97
City: Hope Mills State: NC Zip: 28348 Contact # 910	0-301-0510 powersc@tntfireworks.com
*Please fill out applicant information if different than landowner CONTACT NAME APPLYING IN OFFICE:	910-301-0510 Phone #
Address: 107 Carletta Cagle Dr Cameron NC 28326 PIN: 9584-	-69-9707.000
Zoning: RA20R Watershed: Flood: Deed Book Page:	Lease Agreement
Setbacks – Front: 50' Back: Side: 50' Corner:	<u></u>
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 <u>30' x</u> <u>40'</u> ) Use: <u>Temporary tent to set</u>	ell NC legal and approved fireworks
Water Supply: County Existing Well New Well (# of dwellings usin	ing well ) *Must have operable water before final
(Need to Complete New Well Sewage Supply: New Septic Tank Expansion Relocation Existing	I Application at the same time as New Tank) Septic Tank County Sewer
(Complete Environmental Health Checklist on other side of application if Comments:	Septic

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.

Connie Powers, Agent

04-20-2023

Signature of Owner or Owner's Agent

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 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*.
- <u>All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for</u> <u>failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.</u>

#### <u>Environmental Health Existing Tank Inspections</u>

- 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

{ } Other

#### "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.

 $\{\_\} Accepted \qquad \{\_\} Innovative \qquad \{\_\} Conventional \qquad \{\_\} Any$ 

{\_\_} Alternative

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**:

{}}YES	{} NO	Does the site contain any Jurisdictional Wetlands?
{}}YES	{}} NO	Do you plan to have an <u>irrigation system</u> now or in the future?
{}}YES	{}} NO	Does or will the building contain any <u>drains</u> ? Please explain
{}}YES	{}} NO	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	Is the site subject to approval by any other Public Agency?
{}}YES	{}} NO	Are there any Easements or Right of Ways on this property?
{}}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.





# Fire Marshal Division 1005 Edwards Brother Drive Lillington, NC 2756 910-893-7580

Application	for Tent/C	Canopy Permit 04-20-2023 <sup>cp</sup>			
Application#					
Applicant:					
Billing Address: P.O.Box 97					
City Hope Mills	State	NC <sub>Zip</sub>	28348		
Contact Phone #910-301-0510		-			
Location of Tent/Canopy:					
City Cameron	State	NC Zip	28326		
Set-up Date 6-19-2023 Con	npletion Date_	<u>7-</u> 5-2023			

**This application must be completed and returned to Central Permitting, prior to the issuance of the permit**. A site inspection will be conducted to verify compliance. Please allow (7) working days for processing. There will be a permit fee assessed for the tent(s). Permit fees shall be paid after reviewed has been completed. The following items are required to be submitted with this application:

- 1 Site plan showing location of tent/canopy on property and distance from buildings.
- 2 Number of tents/canopies including dimensions of each and whether the tent will be equipped with enclosed sides.
- 3 Proposed use of each tent/canopy.
- 4 Flame resistant certificate for each tent/canopy.

Connie Powers

Applicant Signature

# STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HARNETT

This LEASE AGREEMENT ("Agreement") is made this <u>and</u> day of <u>March</u> 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 23<sup>rd</sup> through January 3<sup>rd</sup> Rental Rate of
  - B. Fourth of July June 19<sup>th</sup> through July 5<sup>th</sup> 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

   I
   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 <u>the</u> <u>consideration paid hereunder shall be promptly refunded to "Lessee"</u>.
- 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 <u>and the consideration paid hereunder</u> 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. <u>Agreement Binding Upon Parties</u> 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. <u>"Lessee</u>" 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. <u>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.</u>
- 11. <u>"Lessee"</u> 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. <u>"Lessor"</u> 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 hard loog

Hugh Michael Cagle President

(Official Seal)

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

Name
Title

	DocuSigned by:	
	ma	
racy	HughesoDAB8C9048F	Name

Director of Leasing Opera

(Official Seal

ACORD <sup>®</sup> C		IABILITY INS	URANC		(MM/DD/YYYY) /1/2022		
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVELY OR NEGATIVELY AME SURANCE DOES NOT CONST ND THE CERTIFICATE HOLDEF	ND, EXTEND OR ALT ITUTE A CONTRACT R.	ER THE CO BETWEEN T	VERAGE AFFORDED BY THI HE ISSUING INSURER(S), AU	E POLICIES JTHORIZED		
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjecthis certificate does not confer rights	t to the terms and conditions o	of the policy, certain p of such endorsement(s	olicies may r				
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite Atlanta GA 30305	e #250	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL		FAX (A/C, No):			
(404) 460-3600		ADDRESS:		Rding coverage Insurance Company	NAIC #		
INSURED 1359629 American Promotional Events, DBA TNT Fireworks, Inc.	Inc.	INSURER A : EVELES			10831		
P.O. Box 1318 4511 Helton Drive Florence AL 35630		INSURER D : INSURER E :					
COVERAGES CEI	RTIFICATE NUMBER: 1377				XXXXX		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMENT, TERM OR CONDIT PERTAIN, THE INSURANCE AFFO POLICIES. LIMITS SHOWN MAY H/	ION OF ANY CONTRACTORDED BY THE POLICIE	F OR OTHER DES DESCRIBED	DOCUMENT WITH RESPECT TO	WHICH THIS		
INSR LTR TYPE OF INSURANCE	ADDL SUBR INSD WVD POLICY NUMBE	R POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS			
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- PCLICY LOC OTHER:	Y N SI8GL00242221	11/1/2022	11/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)     \$ 500       MED EXP (Any one person)     \$ 5,0       PERSONAL & ADV INJURY     \$ 1,0       GENERAL AGGREGATE     \$ 2,0			
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AU	NOT APPLICABLE			BODILY INJURY (Per person)     \$ XX       BODILY INJURY (Per accident)     \$ XX       PROPERTY DAMAGE (Per accident)     \$ XX	XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXX		
UMBRELLA LIAB         OCCUR           EXCESS LIAB         CLAIMS-MADI	NOT APPLICABLE			AGGREGATE \$ XX	XXXXXX XXXXXX		
DED     RETENTION \$       WORKERS COMPENSATION       AND EMPLOYERS' LIABILITY     Y / N       ANY PROPRIETOR/PARTNER/EXECUTIVE     OFFICER/MEMBER EXCLUDED?       (Mandatory in NH)       If yes, describe under       DESCRIPTION OF OPERATIONS below	N/A NOT APPLICABLE			PER OTH- STATUTE ER			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 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	CANCELLATION	CANCELLATION					
<b>13779446</b> H.M.'s KIDS, INC. 3035 NC HIGHWAY 87 South CAMERON NC 28326	SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
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	А	В	С	D	Е	F	G	Н
1	2023 Product List			ALL ITEMS	IN ALPHABETICA	AL ORDER		
2	•	Grams	Item Description	Grams	Item Description		Item Description	Grams
3	ASSORTMENTS	All items under 200	<u>FOUNTAINS</u>	All items under 200	FOUNTAINS (cont.)	All items under 200	<u>NOVELTIES</u>	All items under 200
4	49'ER S/S COM J10		AMERICAN SPIRIT FTN		OLD GLORY FOUNTAIN		#10 GOLD SPARKLER J09	
5	ALL AMERICAN SS COM J10		BOMB POP J22		OPTICAL ILLUSION		#14 NEON SPARKLERS PDQ NYP J14	
6	BIG TIMER S/S J09		CENTENNIAL FOUNTAIN		PICCOLO PETE FOUNTAIN		#20 MORNING GLORY	
7	CENTENNIAL SS ALL J20		COOL BREEZE		PINK DIAMONDS J06		#20 SPARKLER GOLD J09	
8	GOOD TIME BAG		COUNT IT DOWN		PINK ICE J06		36 IN MORNING GLORY BAG OF 6	
9	GRAB BAG SPECIAL SS SM		CUCKOO FOUNTAIN		PUPPY PARTY FOUNTAIN J23		5K TNT CRACKLING THUNDER 6FT	
10	HOT ZONE SS COM		FAIRY WAND J21		PURPLE RAIN FOUNTAIN		ASSORTED COLOR AMMO SMOKE	
11	INDEPENDENCE TRAY SS COM J10		FANCY PANTS J23		<b>REVOLUTION FOUNTAIN J19</b>		ASST. COLOR SNAKE-TNT J07	
12	PERFECT SHOW SS COM J10		FREEDOM J18		SIZZLER FOUNTAIN		CAN OF WORMS	
13	PYRO PAK BAG SS COM J10		FRUIT BOWL J21		SMILE J20		GLOW SNAPS (WINDOW) J 22	
14	THE BIG DELUXE SS-ALL J11		GUIDING LIGHT		SPARKLEBERRY		LIGHTNING FLASH-BOX OF 6 J07	
15	TNT SACK PACK NO WHEELS SS J20		INFERNO		TAKE A HIT J20		MORNING GLORY TNT #10	
16			ISLAND ESCAPE J22		TENTACLES		MORNING GLORY TORCH 14 IN J09	
17			JUMBO 20 ROCKET FOUNTAIN		TIDAL WAVE J22		MONSTER TRUCK	
18			JUMBO PURPLE RAIN J11		TNT BARREL J21		MR TURTLE	
19			JUNGLE FLOWER		TNT BOTTLE OF SPARKS		PARTY TME PARTY POPPER J07 ST	
20			LARGE MOUTH J20		TNT TORCH		POP- IT'S TNT	
21			LAVA PANTHER J22		TOXIC BARREL FOUNTAIN		PULL STRING SMOKE GRENADE J07	
22			LAVA SAUCE FOUNTAIN J21		USA ROCKET FOUNTAIN		SIR DUMPS A LOT J15	
23			LET'S DO THIS J15		URBAN ASSAULT VEHICLE		SMALL TANK W STAR 10/12 CC J14	
24			L'IL RED DEVIL J09				SMOKE BALL BAG OF 6 J13	
25			MAD DOG FOUNTAIN				SMOKE BALLS ASST'D TNT J07	
26			MAGIC SEASHELL FOUNTAIN J23				SMOKE BOMB J11	
27			MAGIC WHIP J17				SMOKE GRENADE W/FUSE PDQ J15	
28			MAGNETIC HEAT				TNT BLAST 6PK	
29			MAIN SQUEEZE REGISTER SPECIAL				TNT BLASTS BAG OF 6 J07	
30			MAKE THE GRADE FOUNTAIN					
31			MIGHTY SWORD J21					
32			MINI CALIFORNIA ROCKET FOUNTAIN					
33			MINI MONSTER FOUNTAIN					
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