



Initial Application Date: 02/14/24

Application # _____

DRB # _____ CU # _____

COMMERCIAL

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting (Physical) 420 McKinney Pkwy, Lillington, NC 27546 (Mailing) PO Box 65 Lillington NC 27546 Phone: (910) 893-7525 opt # 1 Fax: (910) 893-2793 www.harnett.org/permits

LANDOWNER: HM KIDS Inc, Riddle Commercial Properties Mailing Address: 4200 Morganton Rd, Suite 150

City: Fayetteville State: NC Zip: 28314 Contact # 910-864-3135 Email: _____

American Promotional Events, Inc. East

APPLICANT*: dba TNT Fireworks, Olivia Jarman, Agent Mailing Address: PO Box 4625

City: Wilmington State: NC Zip: 28403 Contact # 910-523-2564 Email: jarmano@tntfireworks.com

*Please fill out applicant information if different than landowner

CONTACT NAME APPLYING IN OFFICE: Olivia Jarman Phone # 910-523-2564

Address: 3035 NC HWY 87 South, Cameron NC 28326 PIN: _____

Zoning: X Watershed: _____ Flood: _____ Deed Book Page: _____ / _____

Setbacks – Front: _____ Back: _____ Side: _____ Corner: _____

PROPOSED USE:

Multi-Family Dwelling No. Units: _____ No. Bedrooms/Unit: _____

Business Sq. Ft. Retail Space: 1200 Type: Temporary Tent for sale of NC Legal Fireworks # Employees: 4 Hours of Operation: 8am-10pm

Daycare # Preschoolers: _____ # Afterschoolers: _____ # Employees: _____ Hours of Operation: _____

Industry Sq. Ft: _____ Type: _____ # Employees: _____ Hours of Operation: _____

Church Seating Capacity: _____ # Bathrooms: _____ Kitchen: _____

Accessory/Addition/Other (Size _____x_____) Use: _____

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: _____

06/17/24 - 07/07/24

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.

Olivia Jarman
Signature of Owner or Owner's Agent

02/14/24
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

- **All property irons must be made visible.** 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 undergrowth 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.

- {__} Accepted {__} Innovative {__} Conventional {__} 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:**

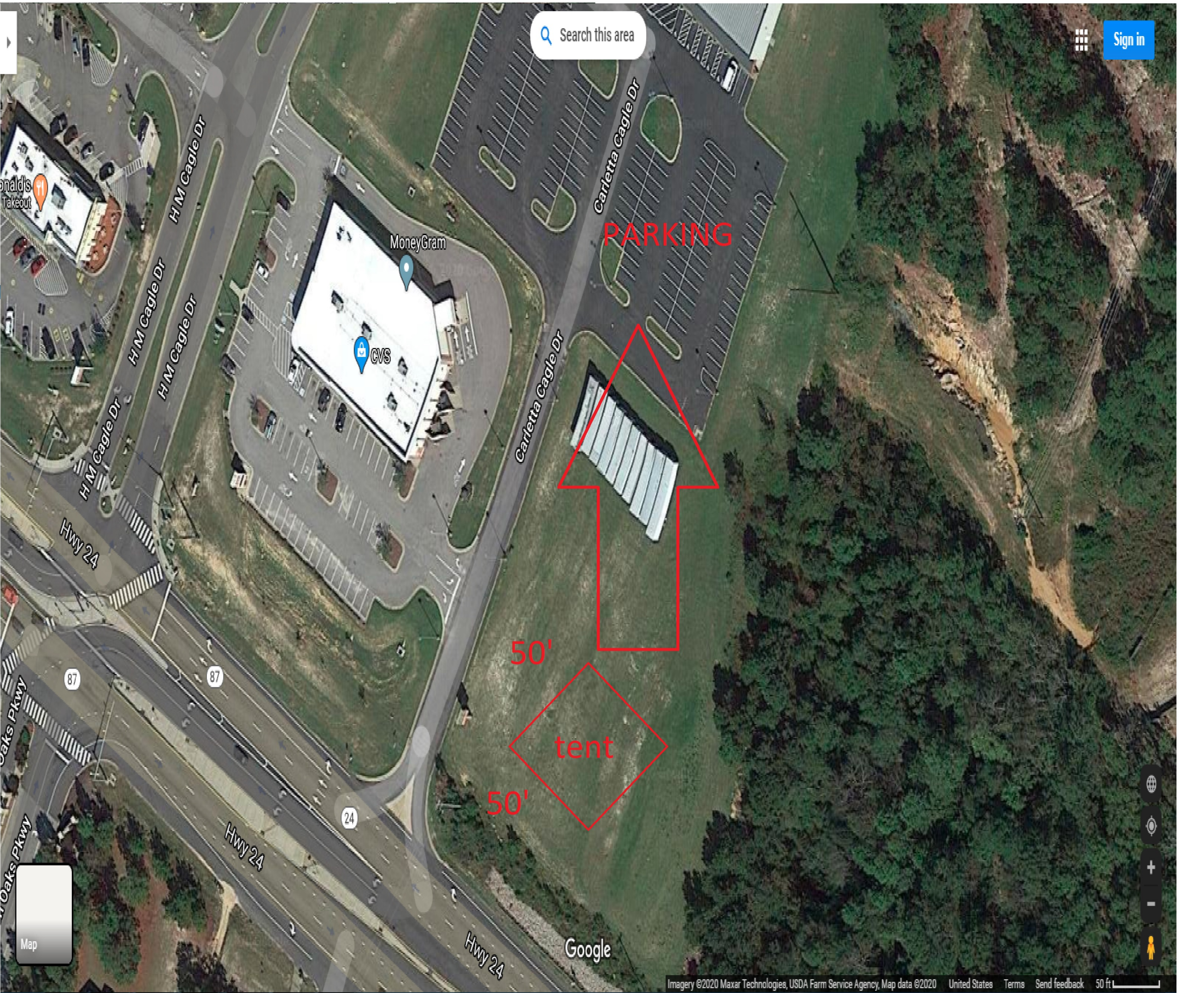
- {__} YES {__} NO Does the site contain any Jurisdictional Wetlands?
 {__} YES {__} NO Do you plan to have an irrigation system now or in the future?
 {__} YES {__} NO Does or will the building contain any drains? Please explain. _____
 {__} YES {__} NO Are there any existing wells, springs, waterlines 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.

Search this area

Sign in



PARKING

50'

tent

50'

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HARNETT

This LEASE AGREEMENT ("Agreement") is made this 22nd day of March 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. Term of Agreement and Rent Amount 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 [REDACTED] each year.
 - B. Fourth of July - June 19th through July 5th – Rental Rate of [REDACTED] each year.
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 [REDACTED] in advance for each Term of Agreement/Fourth of July and the sum of [REDACTED] 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. 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. Termination Clause 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. 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 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 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.

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

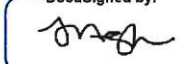
LESSOR:
H. M.'s KIDS, INC.


Hugh Michael Cagle
 President

(Official Seal)

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

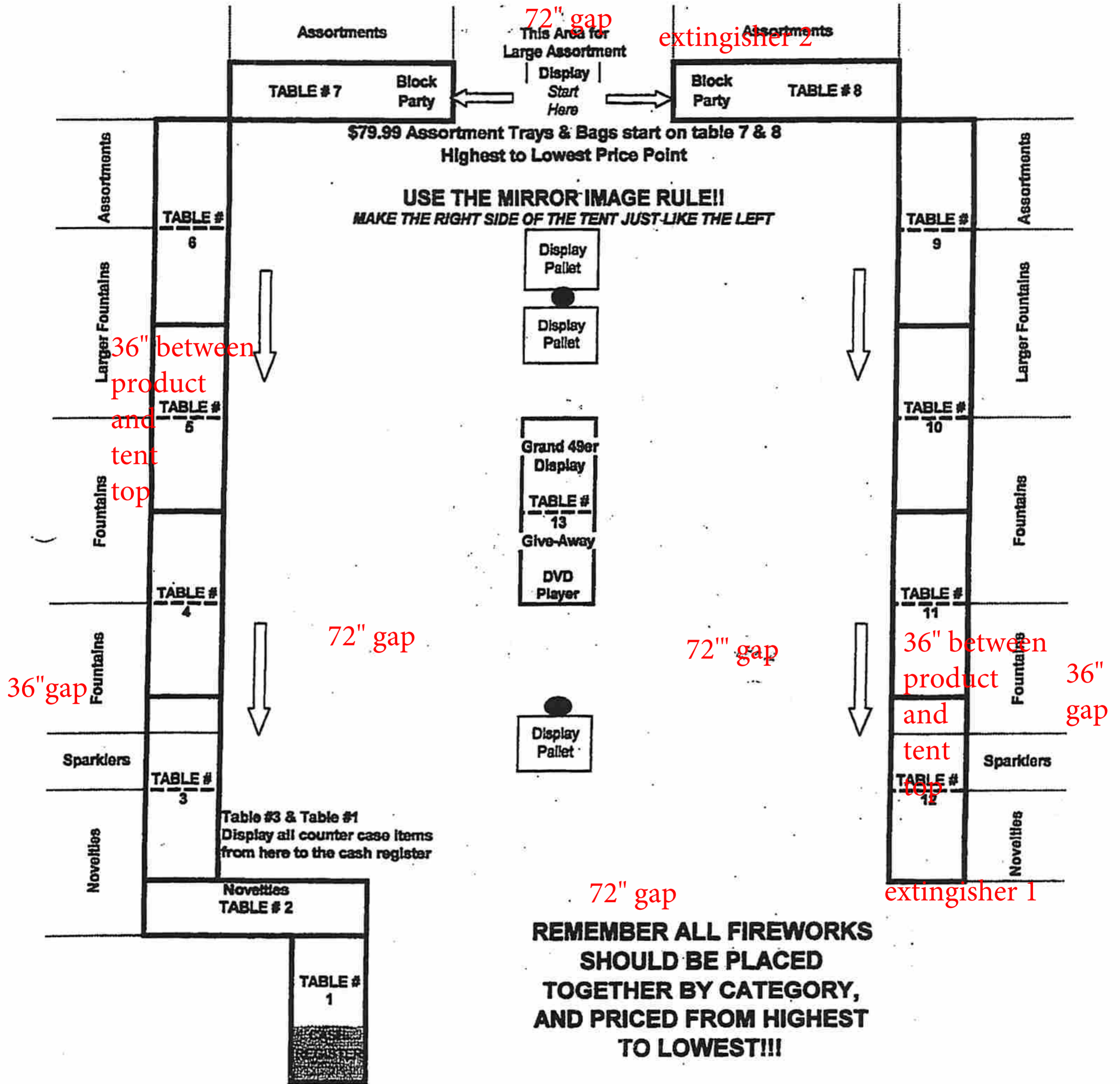
Attest: DocuSigned by:
Preston Platt
BY: _____
 Preston Platt Name
 VP - Sales Title

DocuSigned by:


 Tracy Hughes Name
 Director of Leasing Operations Title

(Official Seal)

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



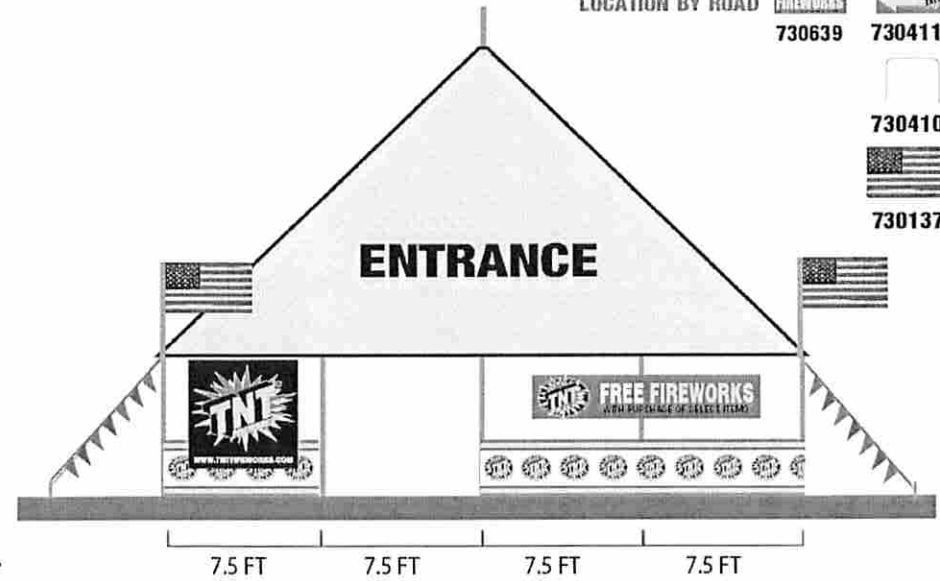
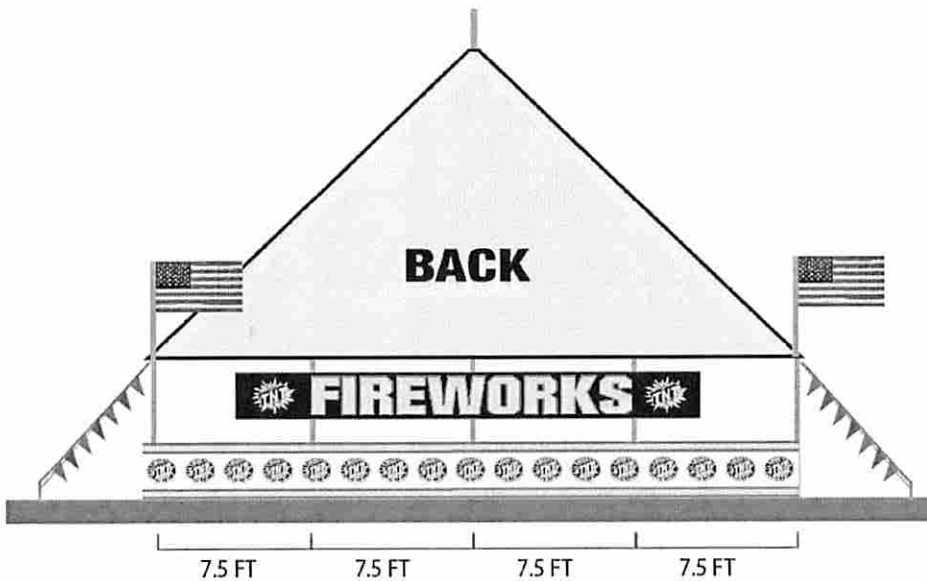
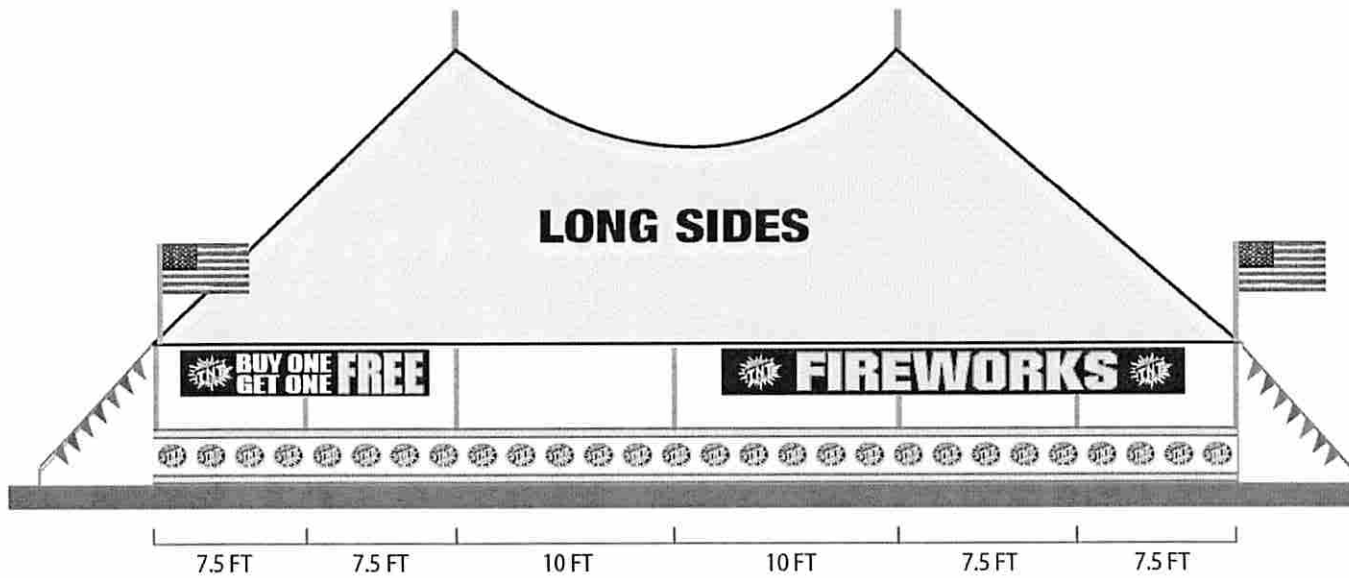
36" between product and tent top

36" between product and tent top

72" gap

extinguisher 1

TENT SIGNAGE PLACEMENT



TNT FREE FIREWORKS
WITH PURCHASE OF SELECT ITEMS
730640



730224E

FIREWORKS

730106E

PLACE IN HI VISIBLE LOCATION BY ROAD

50% OFF
ON SELECT ITEMS

730287E

BUY ONE GET ONE FREE

730089E

PLACE ON LOW TRAFFIC SIDE OF TENT

FIREWORKS

730225E

PLACE ON HIGH TRAFFIC SIDE OF TENT

WE ACCEPT THESE CREDIT CARDS
DISCOVER AMERICAN EXPRESS VISA MASTERCARD

730369



730473E



730147E

PLACE IN HI VISIBLE LOCATION BY ROAD

FREE FIREWORKS

FIREWORKS

730639

730411E



730410E



730137E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2024

11/1/2023

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 #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 13779446 **REVISION NUMBER:** XXXXXXXX

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	SI8GL00242-231	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	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 \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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**

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

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Registered Fabric or Concern Number

F-92001

Certificate of Flame Resistance



ISSUED BY: **Tent Renters Supply**
5008 East Hanna Ave
Tampa, Florida 33610

Date treated or manufactured:
April 2022

This is to certify that the materials described on the reverse side have been treated with a flame-retardant chemical or are inherently nonflammable.

FOR: Perfect Touch Rental ADDRESS: 2514 Ashby Drive
CITY: Wilmington STATE: DE, 28411

Certification is hereby made that: (Check "a" or "b")

(a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used: _____ Chemical Registration #: _____

Method of application: _____

(b) The articles described on the reverse side 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 used: Architent VT BO GLS Registration #: F-92001

The Flame Retardant Process Used Will Not Be Removed By Washing
(will or will not)

Tent Renters Supply
Name of Applicator or Production Superintendent

By: Matthew R. Perra President
Name Title

CONTROL NO.	<u>PS-INV113498</u>
CUSTOMER ORDER NO.	<u>PS-INV113498</u>
CUSTOMER INVOICE NO.	<u>PS-INV113498</u>
YARDS OR QUANTITY	<u>1 (See Size Type)</u>
COLOR	<u>SB White</u>
SIZE/TYPE	<u>(1)20' L Male End Hip Roof</u>
DATE PROCESSED	<u>April 2022</u>