



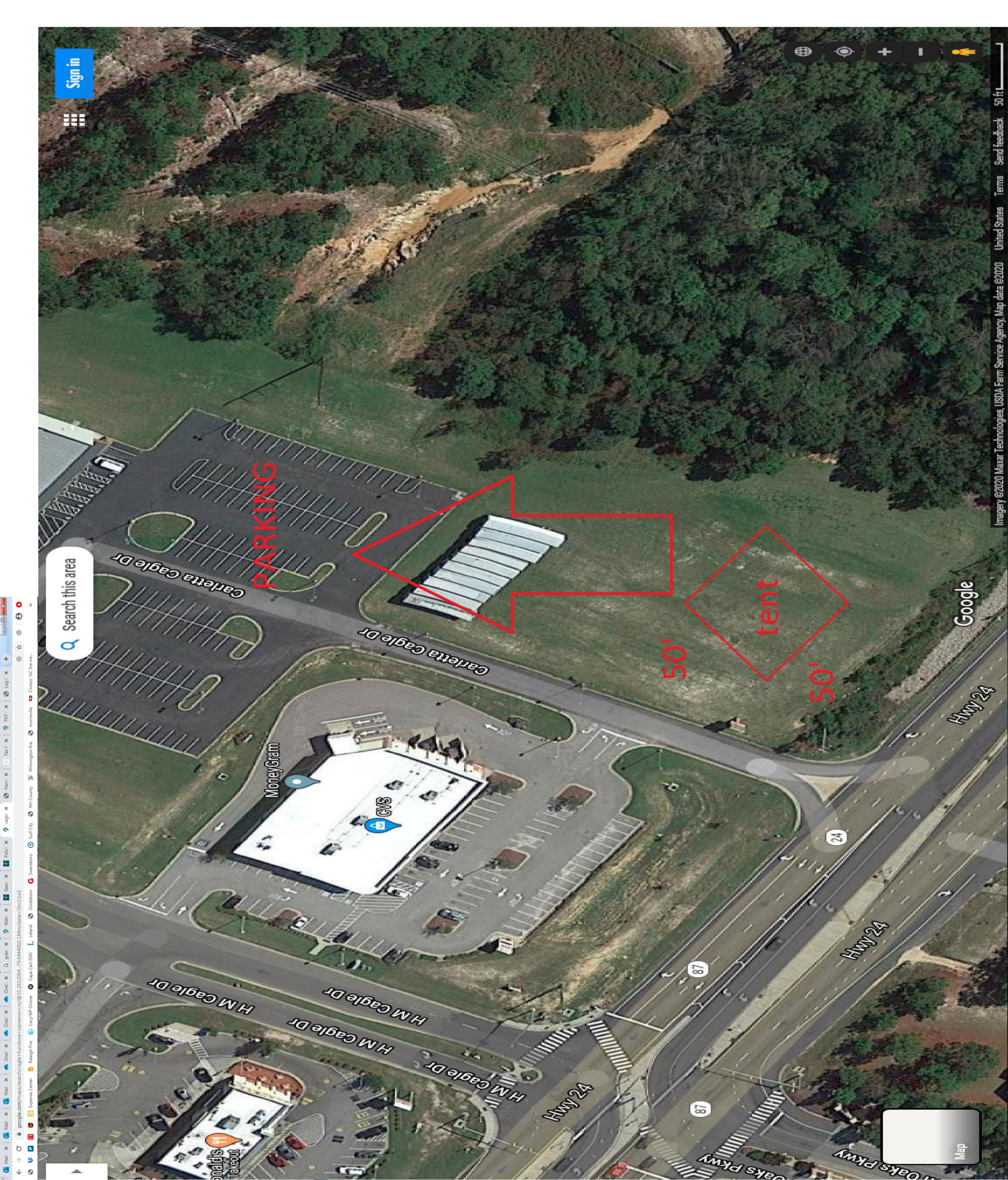
Fire Marshal Division 1005 Edwards Brother Drive Lillington, NC 2756 910-893-7580

## **Application for Tent/Canopy Permit**

<ul> <li>buildings.</li> <li>Number of tents/canopies including dimensions of each and whether the tent will be equipped with enclosed sides.</li> <li>Proposed use of each tent/canopy.</li> </ul>	Appl	ication#		Date:	/	_/	
City	Appl	icant:					
Contact Phone:	Billi	ng Address:					
Contact Email:	City		State	Zip			
<ul> <li>Location of Tent/Canopy:</li></ul>	Cont	act Phone:					
<ul> <li>City StateZip</li> <li>Set-up Date/ Completion Date/</li> <li>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:</li> <li>Site plan showing location of tent/canopy on property and distance from buildings.</li> <li>Number of tents/canopies including dimensions of each and whether the tent will be equipped with enclosed sides.</li> <li>Proposed use of each tent/canopy.</li> <li>Flame resistant certificate for each tent/canopy.</li> </ul>	Cont	act Email:					
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	2 3	Number of tents/canopies includin be equipped with enclosed sides. Proposed use of each tent/canopy.	-		and whet	ther the tent v	will
	4	<u> </u>	n tent/canop	y.			

Applicant Signature

Date



### STATE OF NORTH CAROLINA

LEASE AGREEMENT

### COUNTY OF HARNETT

This LEASE AGREEMENT ("Agreement") is made this and 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 23<sup>rd</sup> through January 3<sup>rd</sup> Rental Rate of each year.
  - B. Fourth of July June 19<sup>th</sup> through July 5<sup>th</sup> Rental Rate of 1 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 in advance for each Term of Agreement/Fourth of July and the sum of

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. <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 had loog

Hugh Michael Cagle President

(Official Seal)

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

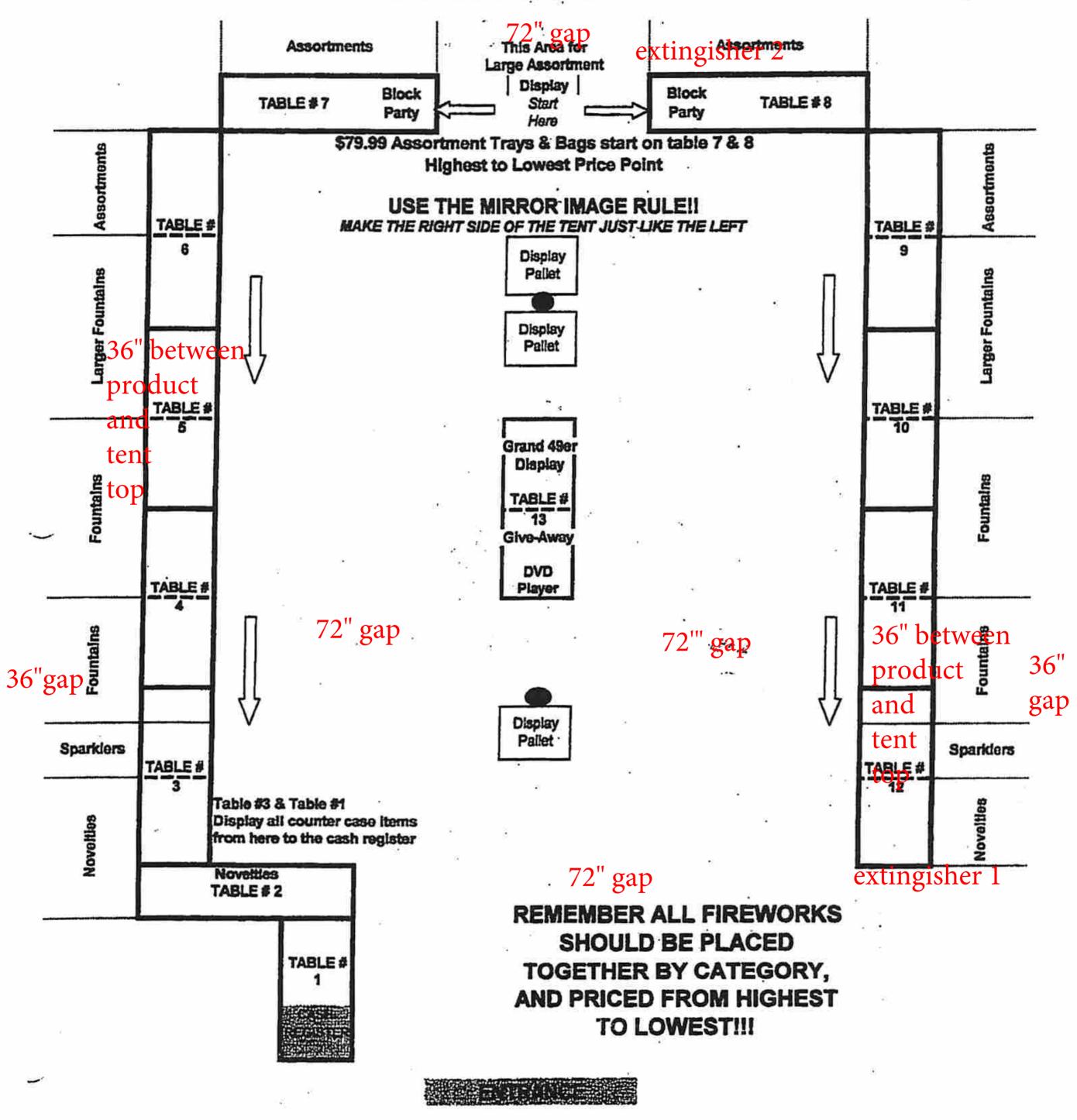
Name
Title

	DocuSigned by:		
	man		
Tracy	HughesoDAB8C9048F	Name	

Director of Leasing Opera

(Official Seal

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



	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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42	<u>···</u>							

ACORD <sup>®</sup> C	ERTIF	FICATE OF LIAE	BILITY INS	URANC		(MM/DD/YYYY) 1/2023
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder	IVELY O SURANCE ND THE (	R NEGATIVELY AMEND, I E DOES NOT CONSTITUT CERTIFICATE HOLDER.	EXTEND OR ALT E A CONTRACT	ER THE CO BETWEEN 1	VERAGE AFFORDED BY THE THE ISSUING INSURER(S), AU	e policies Jthorized
If SUBROGATION IS WAIVED, subject this certificate does not confer rights					require an endorsement. A st	atement on
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite		-	CONTACT NAME: PHONE		FAX	
Atlanta GA 30305			(A/C, No, Ext): E-MAIL ADDRESS:		(A/C, No):	
(404) 460-3600				URER(S) AFFOR	RDING COVERAGE	NAIC #
			INSURER A : Everest	Indemnity	Insurance Company	10851
American Promotional Events, DBA TNT Fireworks, Inc.	Inc.	F	INSURER B :			
P.O. Box 1318		F	INSURER C :			
4511 Helton Drive		F	INSURER E :			
Florence AL 35630			INSURER F :			
COVERAGES CEP THIS IS TO CERTIFY THAT THE POLICIES		ENUMBER: 13779446	•			
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMI PERTAIN,	ENT, TERM OR CONDITION C THE INSURANCE AFFORDE	OF ANY CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUB		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT X LOC	Y N	SI8GL00242-231	11/1/2023	11/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)     \$ 1,0       MED EXP (Any one person)     \$ 5,0       PERSONAL & ADV INJURY     \$ 1,0       GENERAL AGGREGATE     \$ 2,0	00,000 00,000 00 00,000 00,000 00,000
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XX BODILY INJURY (Per person) \$ XX	XXXXXX XXXXXX XXXXXX
AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE \$ XX	XXXXXX XXXXXX
UMBRELLA LIAB         OCCUR           EXCESS LIAB         CLAIMS-MADE           DED         RETENTION \$	_	NOT APPLICABLE			AGGREGATE \$ XX	XXXXXX XXXXXX XXXXXX
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	NOT APPLICABLE			PER STATUTE     OTH- ER       E.L. EACH ACCIDENT     \$ XX       E.L. DISEASE - EA EMPLOYEE     \$ XX	XXXXXX
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT SXX	XXXXXX
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC ADDITIONAL INSURED: FNC3035; PROPEF DAVIS CHAPEL UHC; Certificate holder is an	TY LOCA	TED AT CAGLE FURNITURE	E 3035 NC HWY 87 S	SOUTH CAM	ERON, NC 28326; TIMOTHY TUC	
CERTIFICATE HOLDER	CANCELLATION					
<b>13779446</b> H.M.'s KIDS, INC. 3035 NC HIGHWAY 87 South CAMERON NC 28326		_	SHOULD ANY OF	N DATE THI TH THE POLIC	ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE CY PROVISIONS.	
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