



Reviewed for Fire Code Compliance
Harnett County
Leslie Jackson
11/21/2024 1:40:11 PM

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

Application for Tent/Canopy Permit

Application# _____ Date: ____/____/____

Applicant: _____

Billing Address: _____

City _____ State _____ Zip _____

Contact Phone: _____

Contact Email: _____

Location of Tent/Canopy: _____

City _____ State _____ Zip _____

Set-up Date ____/____/____ Completion Date ____/____/____

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:

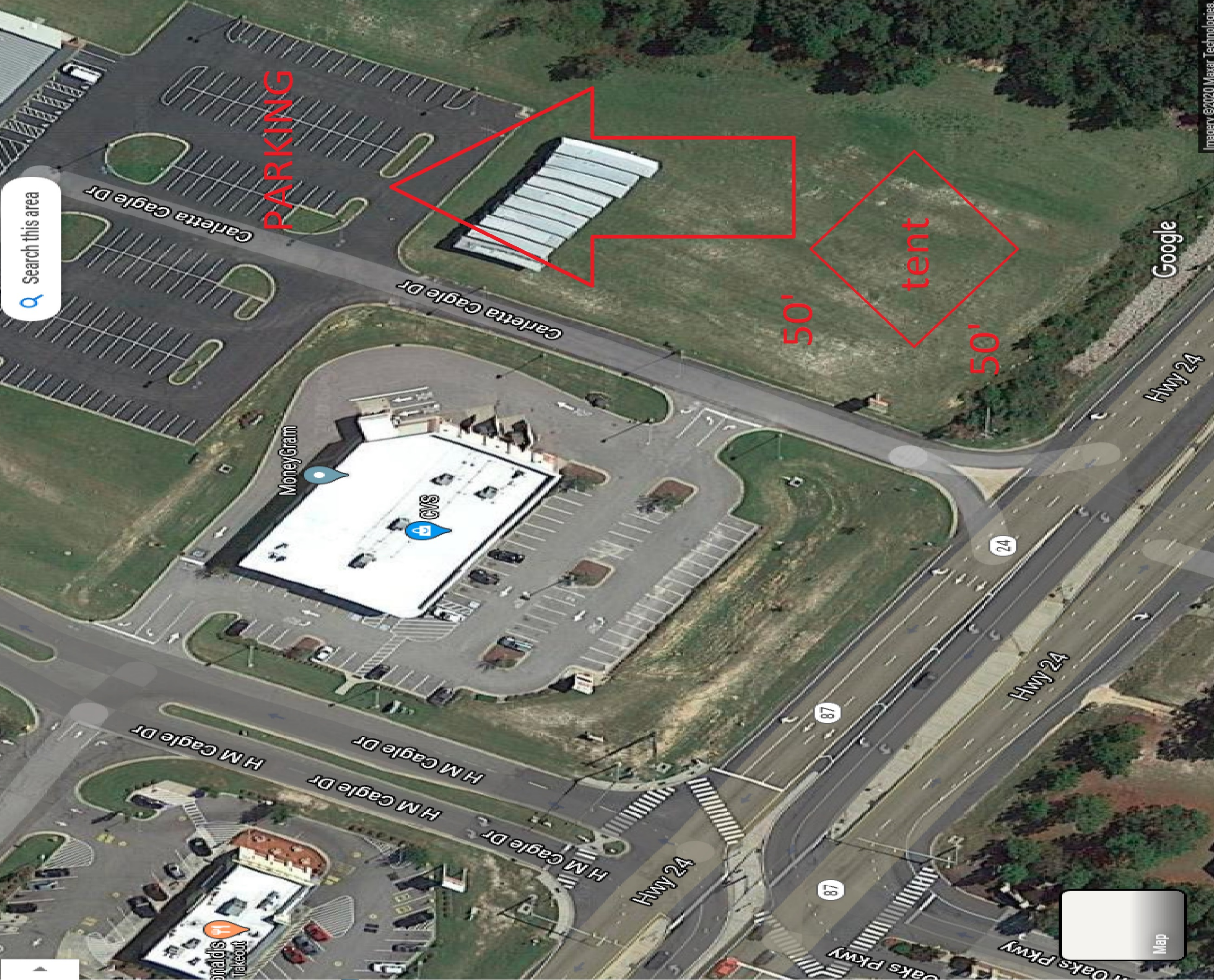
- 1 Site plan showing location of tent/canopy on property and distance from buildings.
- 2 Number of tents/canopies including dimensions of each and whether the tent will be equipped with enclosed sides.
- 3 Proposed use of each tent/canopy.
- 4 Flame resistant certificate for each tent/canopy.

Olivia Jarman

Applicant Signature

_____/_____/_____
Date

Sign in



Search this area

PARKING

MoneyGram

CVS

H M Cagle Dr

H M Cagle Dr

H M Cagle Dr

H M Cagle Dr

Hwy 24

87

87

24

Hwy 24

Hwy 24

tent

50'

50'

Google

Map

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)

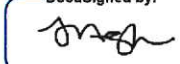
LESSEE:
AMERICAN PROMOTIONAL
EVENTS, INC. – EAST d/b/a TNT
FIREWORKS

Attest:
 DocuSigned by:
 Preston Platt

 Preston Platt

 Name
 VP - Sales

 Title

DocuSigned by:


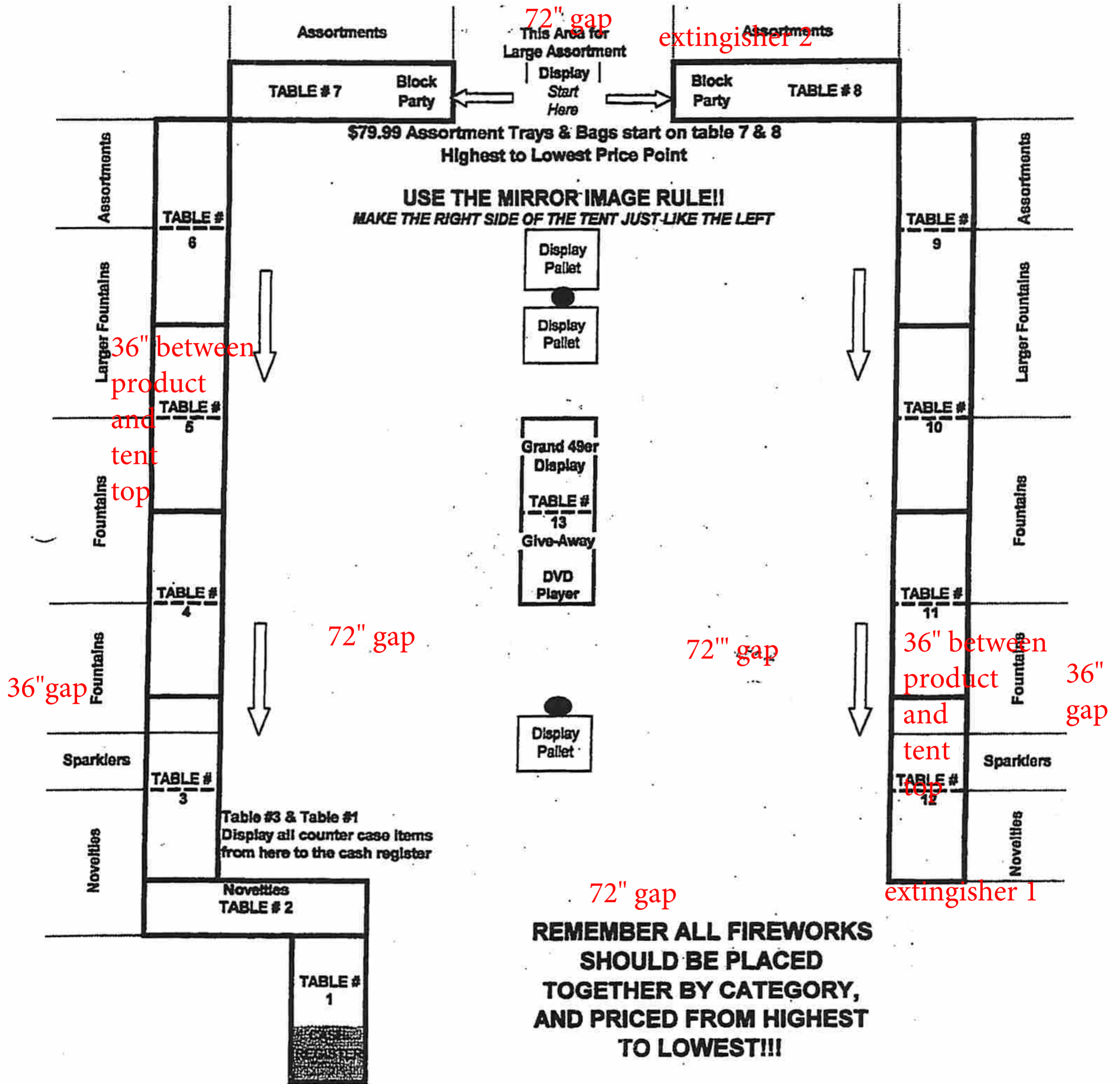
 Tracy Hughes

 Name
 Director of Leasing Operations

 Title

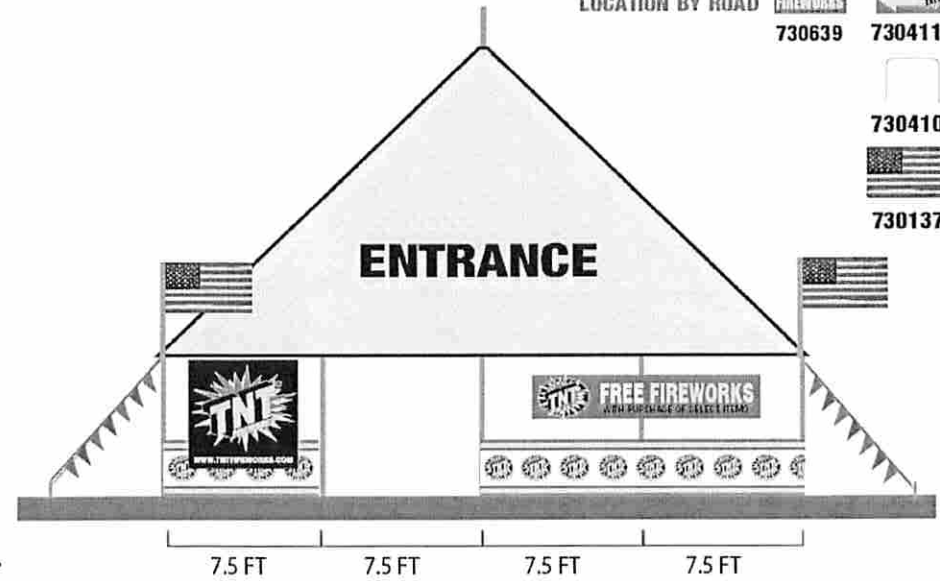
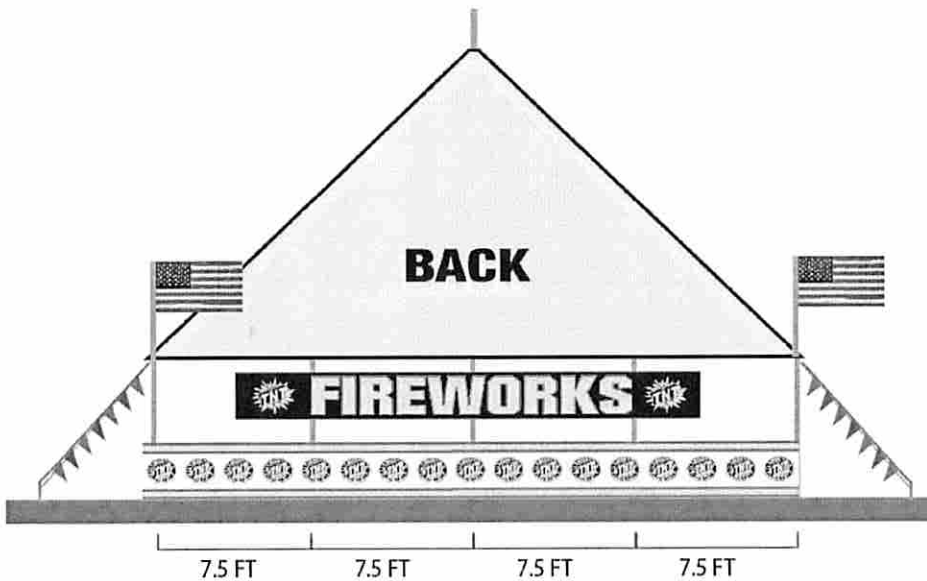
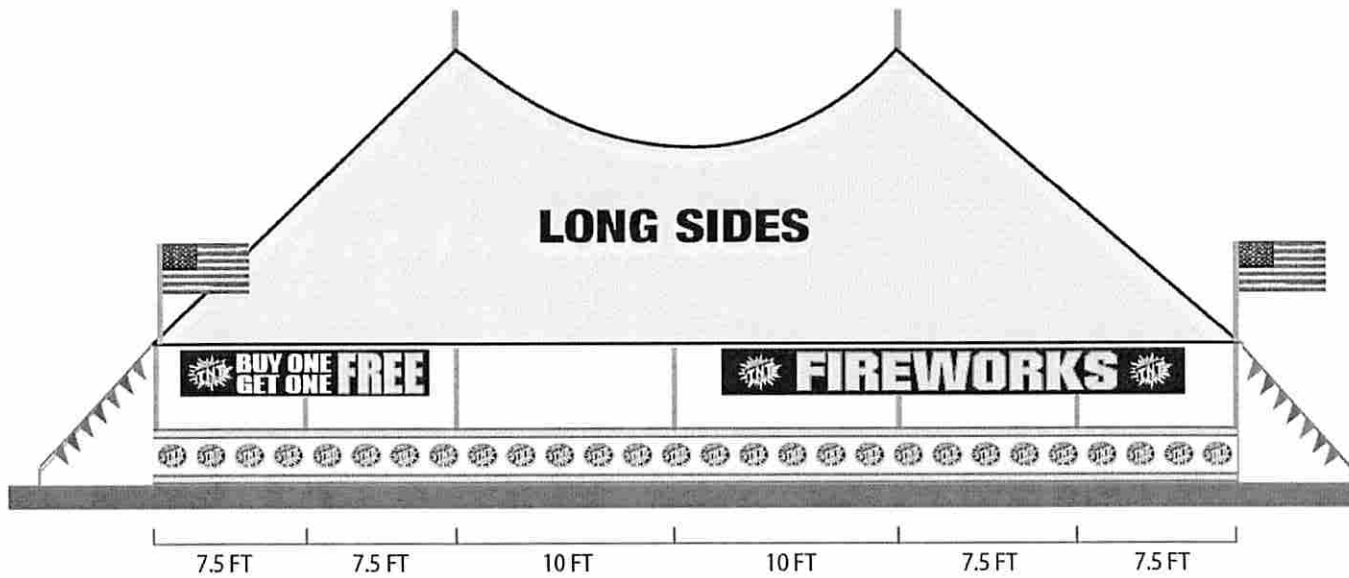
(Official Seal)

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



ENTRANCE

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

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
5/97

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