





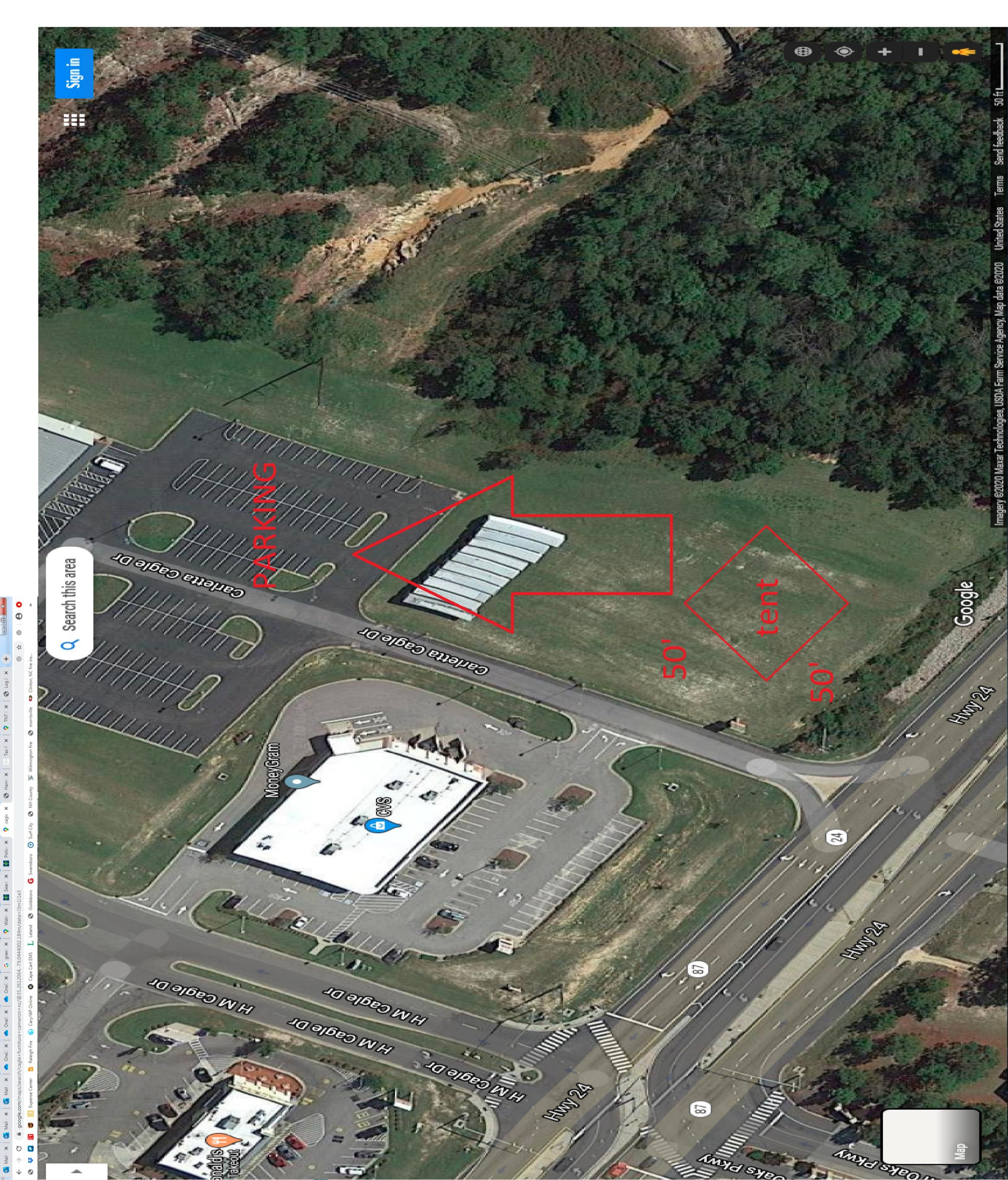
Reviewed for Fire Code Compliance Harnett Leslie Jackson 11/21/2024 1:40:11 PM

Fire Marshal Division

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

Application for Tent/Canopy Permit

App	lication#		Date:	//					
App	licant:								
Billi	ng Address:								
City		State	Zip						
Con	tact Phone:								
Con	tact Email:								
Loca	ation of Tent/Canopy:								
City		State	Zip						
This issuallov Perm	ap Date//Completion application must be completed and a complete and an entry of the permit. A site inspection was well as the paid after reviewed has a treed to be submitted with this application.	returned vill be con- re will be been com	to Central ducted to ve a permit fee	Permitting, erify compliant assessed for	ance. Please or the tent(s).				
1	Site plan showing location of tent/cabuildings.	anopy on p	property and	l distance fro	om				
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 to	ent/canop	y.						
06	livia Jarman			_//					
App	licant Signature			Date	_				



STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HARNETT

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 each year.
 - B. Fourth of July June 19th through July 5th Rental Rate of Legendre each 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 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. <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

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VP - Sales

_Name Title - DocuSigned by:

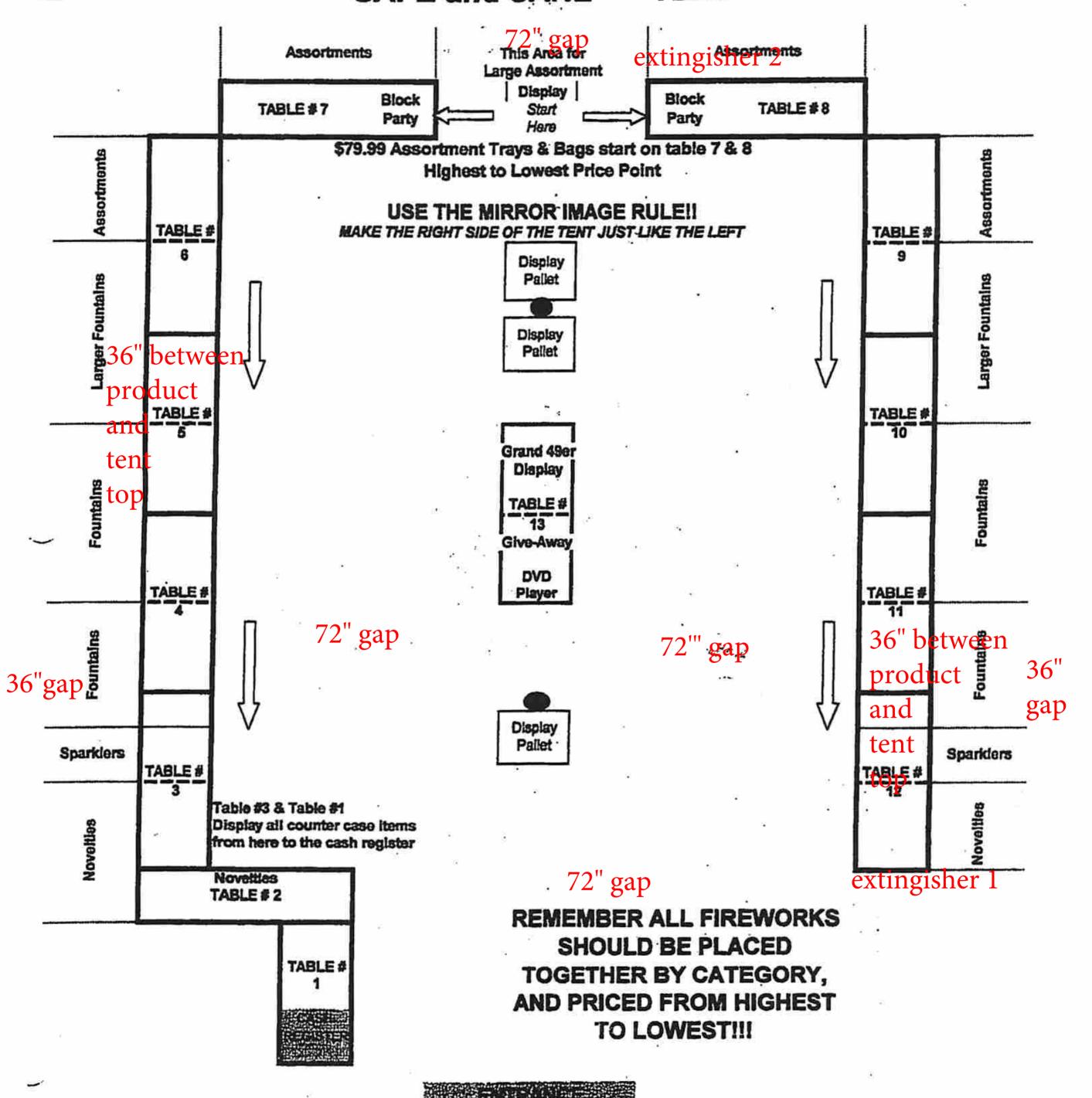
Tracy HoofeegoDAB8C9048F...

Name

Director of Leasing Operations

(Official Seal

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



	A	В	С	D	Е	F	G	Н			
1	2023 Product List			ALL ITEMS	MS IN ALPHABETICAL ORDER						
2	Item Description	Grams	Item Description	Grams	Item Description		Item Description	Grams			
3	<u>ASSORTMENTS</u>	All items under 200	<u>FOUNTAINS</u>	All items under 200	FOUNTAINS (cont.)	All items under 200	NOVELTIES	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		ВОМВ РОР Ј22		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		REVOLUTION FOUNTAIN J19		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								
34											
35											
36											
37											
39											
40											
41	,,,										
42	<u>``</u>										



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 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 this certificate does not confer rights to							require an end	lorsement	. A st	atement on	
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305					CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: (A/C, No):						
(404) 460-3600				INSURER(S) AFFORDING COVERAGE NAI							
				INSURER A : Everest Indemnity Insurance Company						10851	
INSURED American Promotional Events, Inc.					INSURER B:						
DBA TNT Fireworks, Inc.	ic.			INSURER C:							
P.O. Box 1318				INSURE							
4511 Helton Drive	INSURER E :										
Florence AL 35630				INSURER F :							
COVERAGES CER	TIFIC	ATE	NUMBER: 1377944	•				MBER:	XX	XXXXX	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCH FINST	QUIRE PERTA POLIC ADDL	EMEN AIN, T IES. I BUBR	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIES	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WIT	TH RESPECT TO	O ALL	WHICH THIS	
	INSD		POLICY NUMBER					LIMIT		00.000	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	N	SI8GL00242-231	11/1/2023	11/1/2023	11/1/2024	DAMAGE TO REN PREMISES (Ea oc	TED		00,000 00,000	
							MED EXP (Any one	e person)	\$ 5,0	00	
							PERSONAL & AD\	/ INJURY	\$ 1,0	00,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$ 2,0	00,000	
POLICY PRO- JECT X LOC							PRODUCTS - COM	MP/OP AGG	\$ 2,0	00,000	
OTHER:							COMBINED SINGL	E LIMIT	\$		
AUTOMOBILE LIABILITY			NOT APPLICABLE				(Ea accident)			XXXXX	
ANY AUTO OWNED SCHEDULED							BODILY INJURY (I			XXXXX	
AUTOS ONLY AUTOS							BODILY INJURY (I			XXXXX	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							(Per accident)	AGE		XXXXX	
										XXXXX	
UMBRELLA LIAB OCCUR			NOT APPLICABLE				EACH OCCURREN	NCE		XXXXX	
EXCESS LIAB CLAIMS-MADE							AGGREGATE			XXXXX	
DED RETENTION \$							DED	OTH-	\$ XX	XXXXX	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE				PER STATUTE	ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCID			XXXXX	
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA				
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO	DLICY LIMIT	\$ XX	XXXXX	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	CORD	101 Additional Pemarks Schedul	le may b	a attached if more	a snaca is raquir	ad)				
ADDITIONAL INSURED: FNC3035; PROPERI DAVIS CHAPEL UHC; Certificate holder is an a	ΓY LC	CAT	ED AT CAGLE FURNITUR	E 3035	NC HWY 87 S	SOUTH CAME	ERON, NC 28326				
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						
					AUTHORIZED REPRESENTATIVE						

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



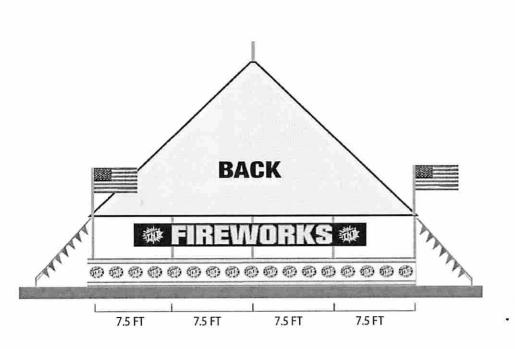
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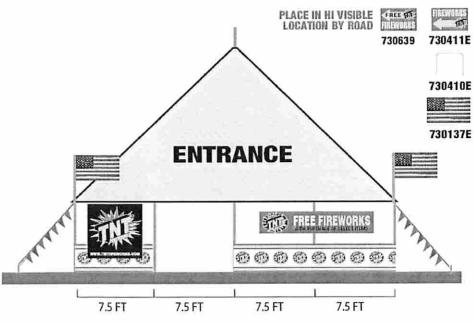
444444

730147E



7.5 FT

7.5 FT



Tents available by **STARRETT BROTHERS**

1-800-433-9116

Certificate of Flame Resistance



REGISTERD FABRIC NUMBER 306.1

ISSUED BY
STARRETT BROTHERS
TENT MANUFACTURE
P.O. BOX 13002
HAMILTON, OH. 45013



This is to certify that the materials described herein have been flame-retardant treated (or are inherently nonflammable).

The articales 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 Superintend

Daniel I Starrett

CAMPER