



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 ____/____/____

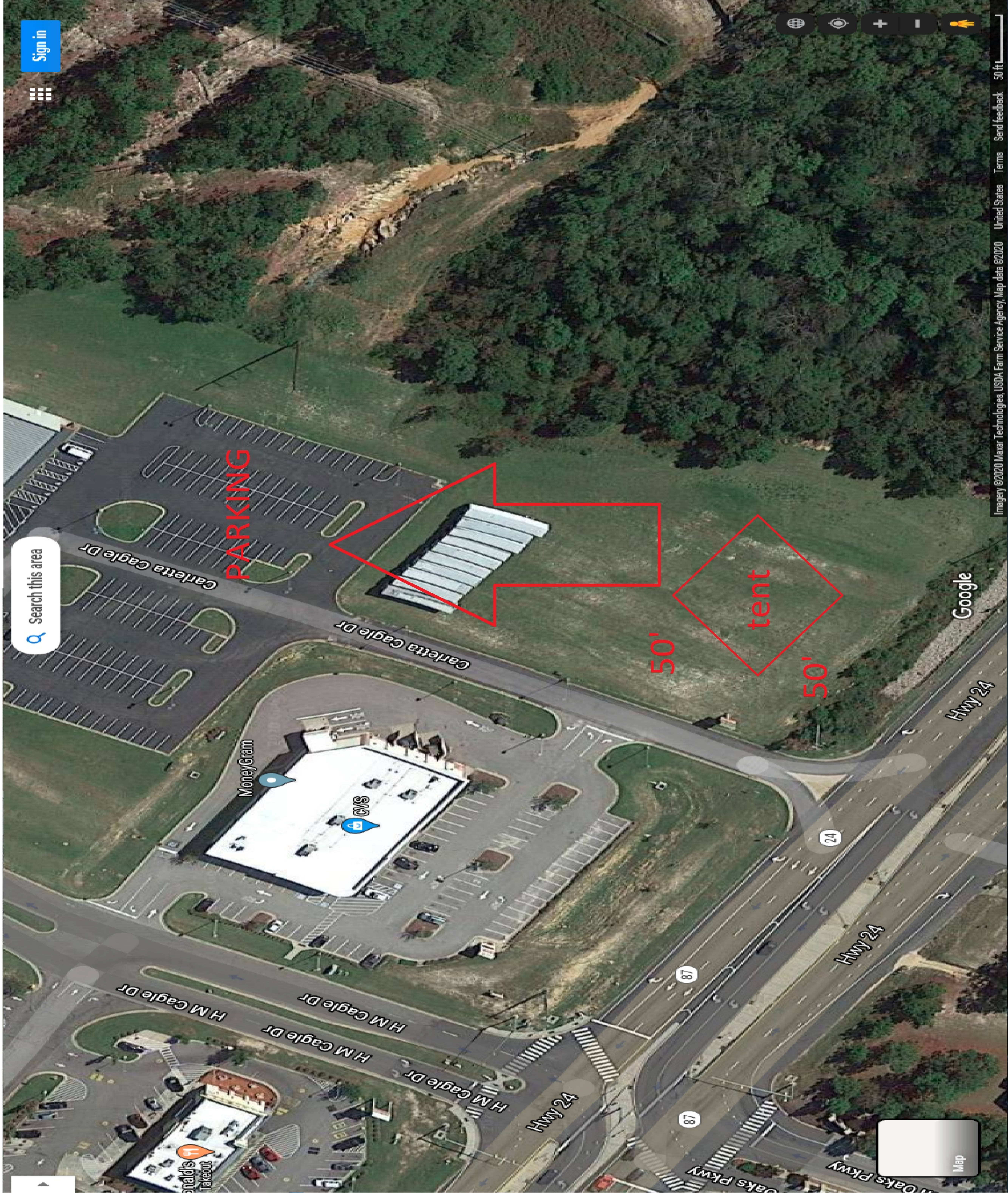
This application must be completed and returned to Central Permitting, prior to the issuance of the permit. A site inspection will be conducted to verify compliance. Please allow (7) working days for processing. There will be a permit fee assessed for the tent(s). Permit fees shall be paid after reviewed 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.

Dannett Crowe

Applicant Signature

____/____/____
Date



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

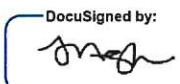
Attest:

BY: 

Preston Platt
VP - Sales

Name
Title

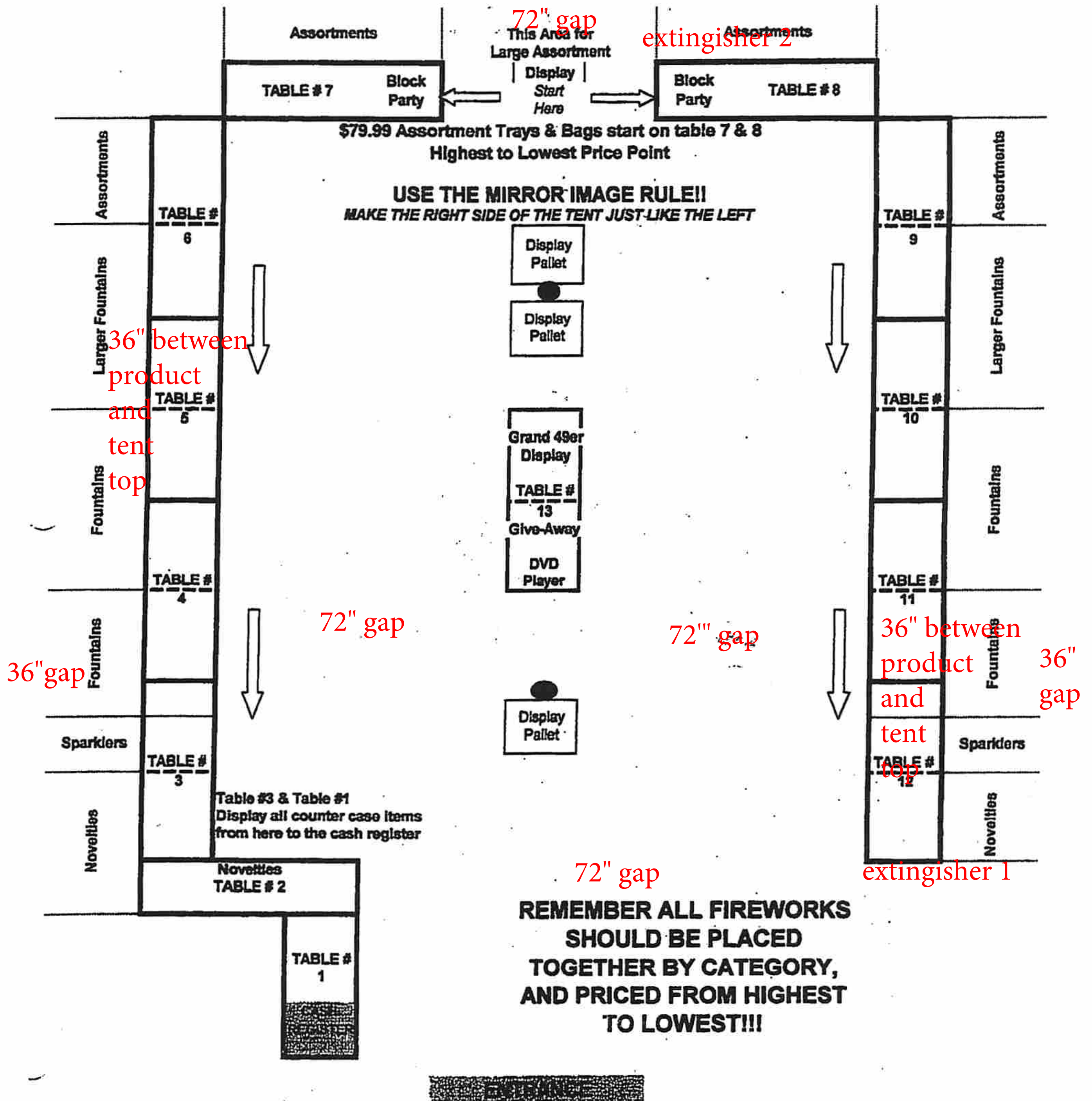
(Official Seal)



Tracy Hughes
Director of Leasing Operations

Name
Title

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



	A	B	C	D	E	F	G	H
1	2023 Product List	ALL ITEMS IN ALPHABETICAL ORDER						
2	Item Description	Grams	Item Description	Grams	Item Description		Item Description	Grams
3	ASSORTMENTS	All items under 200	FOUNTAINS	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		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		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								
38								
39								
40								
41								
42	Σ							



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):
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10851

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 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
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ 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 <input type="checkbox"/>	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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.

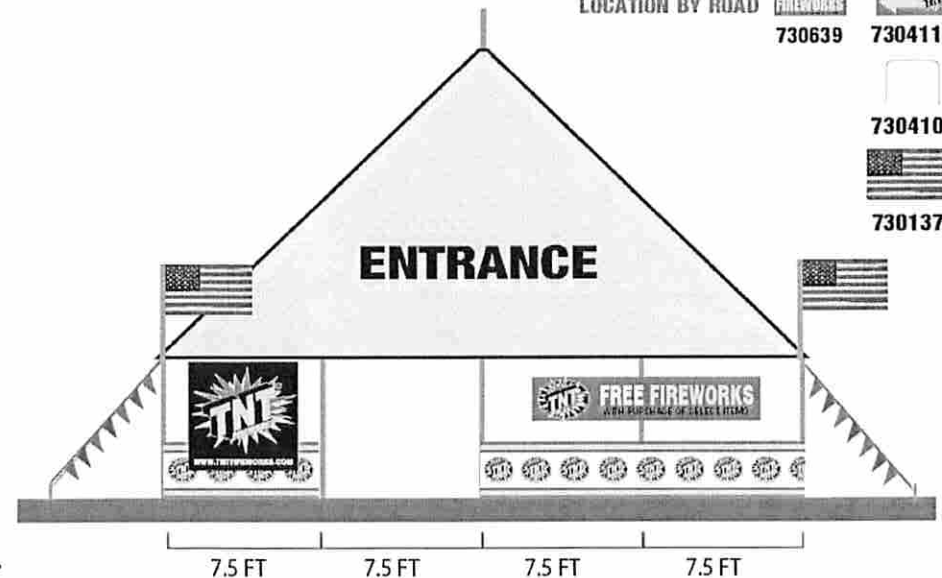
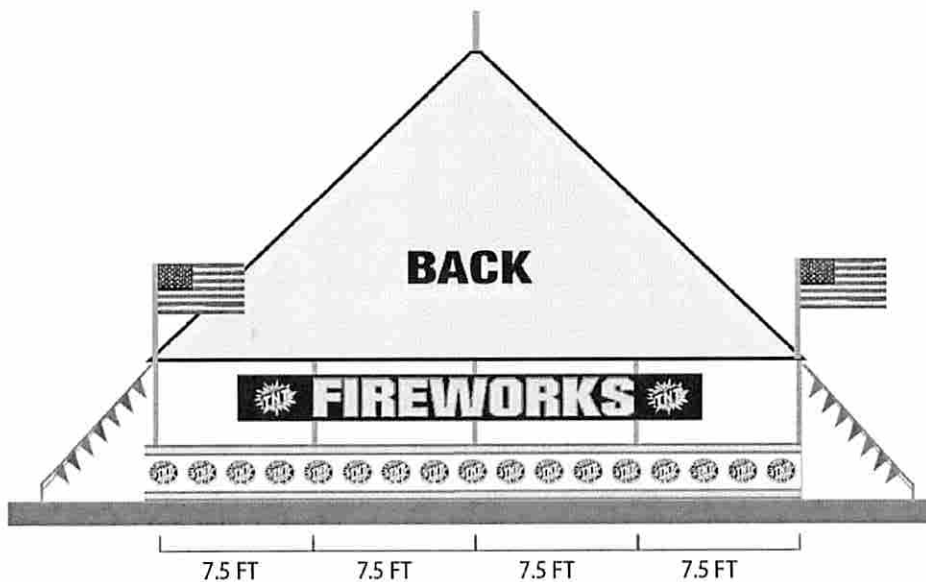
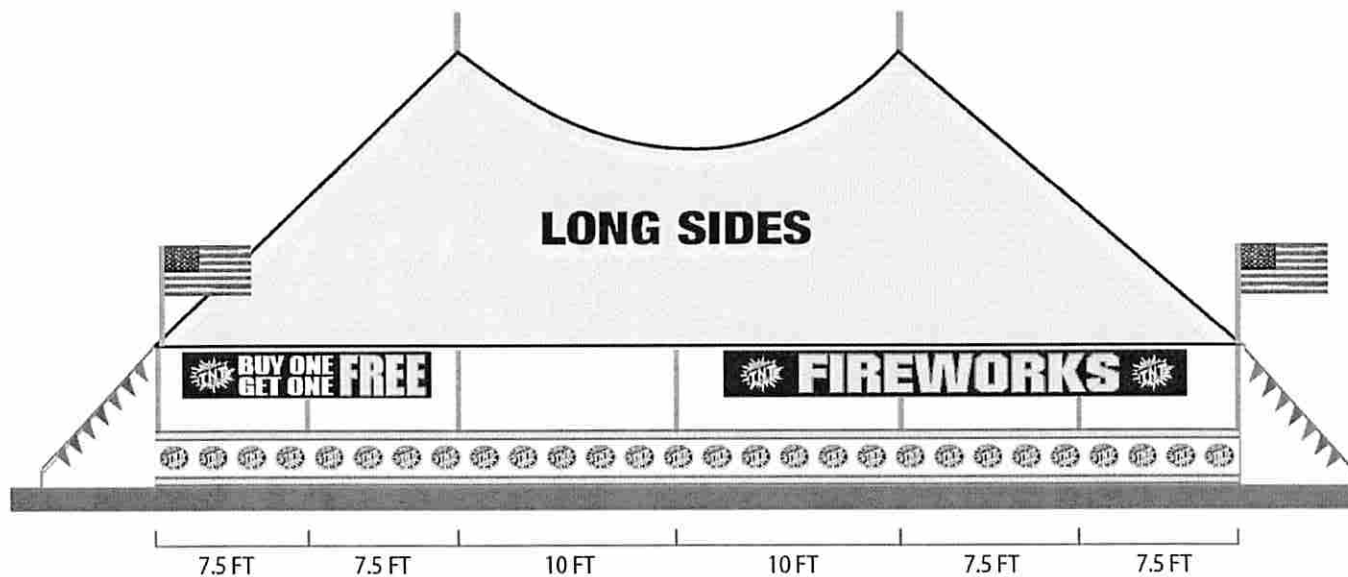
CERTIFICATE HOLDER**CANCELLATION**13779446
H.M.'s KIDS, INC.
3035 NC HIGHWAY 87 South
CAMERON NC 28326

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

TENT SIGNAGE PLACEMENT



FREE FIREWORKS
WITH PURCHASE OF SELECT ITEMS
730640



730224E

FIREWORKS

730106E

PLACE IN HI VISIBLE
LOCATION BY ROAD

50% OFF
ON SELECT FIREWORKS

730287E

BUY ONE GET ONE FREE

730089E

PLACE ON LOW
TRAFFIC SIDE OF TENT

FIREWORKS

730225E

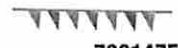
PLACE ON HIGH
TRAFFIC SIDE OF TENT

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 Superintend

Daniel J Starrett

Owner