Fresno County Fire Protection District
210 S. Academy Ave, Sanger, CA 93657
Ph) (559) 493-4300 ● Fax) (559) 493-7451

APPENDIX "A"

STAND LOCATION AND STORAGE OF "SAFE AND SANE" FIREWORKS

NAME OF ORGANIZATION:_____

FIREWORKS STAND LOCATION: _____

Check one ☐	On Site in Approved Storage Container: The following are approved containers: 1. Sea-Train 2. ISO Conex or similar container Exception: PODs, truck trailers or similar containers will be allowed on site with 24 hours security or a responsible party on site 24 hours a day. (Storage must be a minimum of thirty five (35) feet from the fireworks stand).
☐	Storage will be at the approved fireworks vendor warehouse located at: Storage address:

Signature:_____ Print name:_____ Date:_____

APPENDIX "B"

INSURANCE REQUIREMENTS FOR FIREWORKS PERMIT

In consideration for the issuance of a Permit for the sale and/or display of safe and sane fireworks, Applicant and Wholesaler/Retailer shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, $1,000,000 per occurrence for personal and advertising injury and $2,000,000 aggregate for products and completed operations.

Applicant and Wholesaler/Retailer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder. Applicant and Wholesaler/Retailer shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the Fresno County Fire Protection District. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Applicant and Wholesaler/Retailer shall furnish Fresno County Fire Protection District with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) are due to expire during the Permit, Applicant and Wholesaler/Retailer shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

The General Liability insurance policy shall name the Fresno County Fire Protection District and its officers, officials, employees, agents and volunteers as an additional insureds. Applicant's and Wholesaler/Retailer's insurance shall be primary as respects to the Fresno County Fire Protection District and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Fresno County Fire Protection District and its officers, officials, employees, agents and volunteers shall be excess of the Applicant's and Wholesaler/Retailer's insurance and not contribute with it. Applicant and Wholesaler/Retailer shall have furnished Fresno County Fire Protection District with the certificate(s) and applicable endorsements for ALL required insurance prior to the issuance of the Permit.

If at any time during the life of the Permit, Applicant and Wholesaler/Retailer fail to maintain the required insurance in full force and effect, the Permit shall be suspended immediately until notice is received by Fresno County Fire Protection District that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Fresno County Fire Protection District.

NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured and primary insurance endorsements required above. The certificate of insurance **must** be accompanied by the additional insured and primary insurance endorsements.

APPENDIX "C"

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration for the issuance of a Permit for the sale and/or display of safe and sane fireworks, and to the furthest extent allowed by law, Applicant and Wholesaler/Retailer do hereby agree to indemnify, hold harmless and defend Fresno County Fire Protection District and each of its elected officials, officers, employees, attorneys, agents and volunteers (hereinafter referred to as "FCFPD") from any and all claims, loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, and economic loss) incurred by FCFPD, Applicant, Wholesaler/Retailer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, costs and litigation expenses and any other monetary damage or penalty), arising or alleged to have arisen directly or indirectly out of the issuance or use of the Permit. Applicant's and Wholesaler's/Retailer's obligations under the preceding sentence shall apply regardless of whether the FCFPD is negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the FCFPD

Throughout the life of this Agreement, Applicant and Wholesaler/Retailer shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement.

Applicant and Wholesaler/Retailer shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Applicant and Wholesaler/Retailer shall not be deemed to release or diminish the liability of Applicant and Wholesaler/Retailer, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Applicant and Wholesaler/Retailer. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant and Wholesaler/Retailer. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, Wholesaler/Retailer and each of their officers, officials, employees, agents, volunteers, distributors, contractors, subcontractors, vendors or invitees.
Applicant and Wholesaler/Retailer shall furnish the FCFPD with copies of the actual policies upon the request and this requirement shall survive the expiration or termination of this Permit.
FCFPD shall be reimbursed for all costs and attorney's fees incurred by the FCFPD in enforcing this Agreement.
This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of this Permit.
The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the FCFPD, Applicant and Wholesaler/Retailer; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Applicant, Wholesaler/Retailer or his/her/its authorized signatory.

Signed, sealed and delivered this _____ day of _____.

Witness Signature (Organization)	Applicant Signature (Organization)
Witness Signature (Fireworks Vendor)	Wholesaler/Retailer Signature (Fireworks Vendor)

APPENDIX "D"
FIREWORKS STAND INITIAL INSPECTION RECORD

Each fireworks stand must have the following posted prior to the initial inspection:

- ☐ State Fire Marshal's license
- ☐ Temporary Seller's Permit from the State Board of Equalization
- ☐ Certificate of Insurance
- ☐ Name and contact information of two people responsible for the operation of the fireworks stand

The fireworks stand must be at least 10 feet from the following:

- ☐ Parking- Block off parking prior to initial inspection
- ☐ Public sidewalk or roadway

The fireworks stand must be at least 35 feet from the following:

- ☐ Any adjacent buildings
- ☐ Property line or burnable materials including dry vegetation
- ☐ Fireworks storage container
- ☐ Generators or associated fuel supplies

The fireworks stand must be at least 100 feet from the following:

- ☐ Any pump, dispensing device, or fill location for flammable and/or combustible liquids and/or gases

Other fireworks stand requirements:

- ☐ Each stand will have a minimum of two exits on opposite sides, each with a minimum 32" wide clear width
- ☐ Only electric lights may be used and the wiring shall meet the minimum requirements of the California Electrical Code. All exposed bulbs must be covered
- ☐ Red lettered "NO SMOKING" signs shall be located on all sides of the stand. (In both English and Spanish)
- ☐ One approved 2A:10B: C portable fire extinguisher must be in the stand sale area and must be serviced within the last year
- ☐ Fireworks signs, sandwich boards and advertisements shall be limited to the booth and no more than 30 feet surrounding the booth
- ☐ All persons within the fireworks stand or employed in the sales must be at least 18 years of age
- ☐ Stands may not obstruct any handicapped parking stall
- ☐ Tarps and canopies shall not be within 2 feet of a fireworks stand, and may not be bigger than the stand
- ☐ Display at least one of each product for initial inspection
- ☐ The legal age to buy fireworks is 16 years of age

Safe and Sane fireworks can be used or discharged in the Fresno County Fire Protection District 365 days a year except east of the Friant-Kern Canal and west of Interstate 5.

Initial Inspection conducted by:_____Date:_____

APPENDIX "E"

POLICY & PROCEDURE

Dept. Approval_____

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4/97

FIREWORKS STANDS

STAFF: The following staff positions have duties associated with this procedure:

Staff Analysts (Counter)

HISTORY: The selling of safe and sane fireworks is allowed in the unincorporated areas of Fresno County. Section 8.36 of the County Ordinance Code specifies that the Fire Officer shall issue a permit to sell fireworks. When issuing the permit, the Fire Officer is responsible to insure that certain standards are met, one of which is that the location is "properly zoned for such use."

POLICY: Since the Zoning Ordinance does not specifically list the sale of fireworks as a permitted use in any zone district, temporary fireworks stands shall be allowed as follows:

1. In any Commercial (C-1, C-2, C-3, C-4, C-6, CM, AC, RCC, etc) Zone District,
2. In any Industrial (M-1, M-2, M-3) District,
3. In any Professional Office (RP, CP) District,
4. On any parcel that has an existing legal non-conforming retail use,
5. On any parcel that has an approved CUP or DRA for a commercial use, or for a place of general public assemblage (ie. Church, club, school, Ag Commercial Center, etc.)