

CITY OF AOPKA
DEVELOPMENT REVIEW COMMITTEE

DATE: May 25, 2016
TIME: 9:00 AM Development Review Committee Meeting
LOCATION: 120 E. Main Street (Community Development Conference Room)

I. Staff Comments on the following:

A. Special Events:

1. Event: Shirley Dr. Block Party
Date: Saturday, July 2, 2016
Time: 12:00 P.M. – 10:00 P.M.
Location: West end of Shirley Dr. – Clayton Estates
2. Event: Concert – Travis Tritt
Date: August 13, 14, 15 & 16 2016
Time: 5:00 P.M. – 11:00 P.M.
Location: Apopka Amphitheater
3. Event: Make America Rock Again Tour
Date: October 1, 2016
Time: 12:00 P.M. – 8:10 P.M.
Location: Apopka Amphitheater
4. Event: Fall Family Festival (The Rotary Club of Apopka)
Date: November 10, 11, 12 & 13, 2016
Times: Thursday, 5:00 P.M. – 10:00 P.M.
Friday, 5:00 P.M. – 11:00 P.M.
Saturday, 10:00 A.M. – 11:00 P.M.
Sunday, 12:00 P.M. – 8:00 P.M.
Location: Kit Land Nelson Park

B. Concept Plan: None

C. Site Plans:

5. 640 East 13th Street Site Improvements
Final Development Plan
Parcel No.: 15-21-28-0000-00-230
Location: 640 East 13th Street
SPR16-07

D. Subdivision Plan/Plats:

6. Binion Reserve
Preliminary Development Plan
Parcel No.: 18-21-28-0000-00-057
Location: 1078 S. Binion Road
PR16-01

E. Street Name Review: None

F. FLUM / Rezoning: None

G. Special Exception: None

II. Other Business:

A. Public Hearing: None

B. Vacate/Variance: None

C. Request for Extension: None

D. Discussion: None

E. Peddlers Permit:

- [7.](#) First American Fireworks Co. – 2437 E. Semoran Boulevard – David Hostetler
- [8.](#) First American Fireworks Co. – 511 S. Orange Blossom Trail – David Hostetler

F. Plan Final Review and Sign-off: **Projects at "Zoning Counter"**

Please direct any comments or questions concerning the items scheduled for this meeting to the Community Development Department at (407) 703-1712.



David B. Moon, AICP,
Planning Manager

Backup material for agenda item:

7. First American Fireworks Co. – 2437 E. Semoran Boulevard – David Hostetler



Administrative Services
120 East Main Street
Apopka, Florida 32703
407-703-1703
administrativeservices@apopka.net

PEDDLER/SOLICITOR PERMIT APPLICATION

FILING THIS APPLICATION AND REMITTING THE APPLICATION AND PEDDLER/SOLICITOR FEE(S) FOR A CITY PEDDLER/SOLICITOR PERMIT DOES NOT ALLOW THE APPLICANT TO OPERATE OR ENGAGE IN ANY TYPE OF BUSINESS, OCCUPATION OR PROFESSION UNTIL A PEDDLER PERMIT IS ISSUED TO THE APPLICANT. **NOTE: The \$10.00 Non-Refundable Application Fee Is In Addition To The PEDDLER/SOLICITOR PERMIT Fee.**

Business/Organization Information

Name: First American Fireworks CO.
Address: 2437 East Semoran Blvd.
Shopping Center: Demetree Center
City/State/Zip: Apopka, FL 32703
Phone: [REDACTED] Fax: [REDACTED]

Mailing Address (If different than above)

Street: 2041 Countryside Cir N.
City/State/Zip Orlando, FL 32804

Applicants Information

Name: David Hostetler
Address: 2041 Countryside Cir N
City/State/Zip: Orlando, FL 32804
Phone: [REDACTED] Fax: [REDACTED]
Email Address: FAFCO1@gmail.com

Mailing Address (If different than above)

Describe the nature of your business or goods to be sold: (In Detail) Seasonal Sale of Fireworks

Location where good will be sold: 2437 East Semoran Blvd.

Date permit to be issued for: From: 6/16/16 To: 6/16/17 7/5/16

Vehicle Description: (If applicable) Year: _____ Make: _____ Model: _____

Color: _____ State: _____ Owner: _____

Name and Address of Manufacture of goods to be sold: INT Fireworks Florence, AL

Name/Address/Phone# of (2) reliable character/business references (preferably in Orange County):

Mark Stratton 2041 Countryside Cir N Orlando, FL 32804
407-256-0024

April Stratton 2041 Countryside Cir N Orlando, FL 32804

Have you ever been convicted of any felony, misdemeanor, or violation of any municipal ordinance? Yes ☒ No,
if yes please explain: _____

Federal Tax ID Number (FEI#) [REDACTED] OR Social Security Number : _____

Fictitious Name Registration# _____ OR Exemption Status: _____ (Attach Copy)

Regulatory License/Certification #: _____ Corporate Doc#: _____

Classification Code	Description	Business Tax Number
08P3-6	Peddler/Seasonal	7060
08H1	Peddler Permit	

Notes:	First American Fireworks- 2437 E. Semoran Blvd,

Fee Type	Fee Amount	Date Paid	Date Issued	Cash Receipt #	Debit/Credit Receipt #	Check #
Application Fee:	10.00	5-10-16				6265
Background Check/ Fingerprinting Fee:	42.50	5-10-16				6265
BTR Fee:	121.00	11-16-15	11-16-15			6165
Peddler Permit Fee:						
TOTAL:						

Issued by:	
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CITY OF APOPKA
LOCAL BUSINESS TAX RECEIPT

120 East Main Street, Apopka, FL 32703

Fiscal Year October 1, 2015 to September 30, 2016

No: 7060

Date: 11/16/15

Address: 511 S ORANGE BLOSSOM TR
APOPKA FL 32703
Activity: 08P3-6 PEDDLER-SEASONAL/HOLIDAY
APOPKA SHOPPING PLAZA

Issued to: FIRST AMERICAN FIREWORKS CO
2041 COUNTRYSIDE CR N
ORLANDO FL 32804

Tax	121.00
Penalty	
Transfer	
App Fee	
Other	
Total Paid	121.00
PAY IN OCT	0.00
PAY IN NOV	0.00
PAY IN DEC	0.00
PAY IN JAN	0.00

B

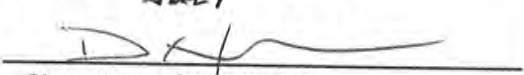
MUST DISPLAY LICENSE/OWNER RESPONSIBILITY TO RENEW

CITY LICENSE OFFICIAL

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of May, 2016, by and between, First American Fireworks CO hereinafter referred to as "Business Owner" and the CITY OF APOPKA, FLORIDA, hereinafter referred to as "The City."

WHEREAS, FAFLO hereby agrees to indemnify and hold harmless the City and all of the City's officers, representatives, employees, and/or agents arising out of, or resulting from any damages, injuries, or illness from any and all liability, including any injury to or death of any person, or damage to or destruction of property in or about the premises; defense costs, including attorney's fees and all other fees incidental to defense; loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from participation in particular; held on the 2nd day of May, 2016, through the 30th day of September 2017.


Signature of Applicant

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of May, 2016, by David Hostetter and who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



L. GARRETT STACEY
MY COMMISSION # FF 195474
EXPIRES: February 3, 2019
Bonded Thru Budget Notary Services


Notary Public

Department	Approved	Denied	Date	Comments:
CD - Zoning:	<u>X</u>		<u>5/16/16</u>	<u>KPW</u>
Fire:				
Police:				
Risk Management:				
City Council:				

Application Fee: \$10.00 Date Paid: _____ Date Issued: _____ Issued by: _____
 Bus Tax Subtotal: \$ _____ Total Paid: \$ _____ Cash ☐ Credit/Debit: ☐ Check #: _____

LEASE AGREEMENT

THIS AGREEMENT IS MADE BETWEEN: Good Earth Properties LLP, as Lessor with First American Fireworks Company as Lessee, for the purpose of selling fireworks from the location of:

Location: Demetree Center
Address: 2437 East Semoran Blvd.
City/State/Zip: Apopka, FL 32703

- 1.) Lessor represents that the parking lot or commonly occupied premises as listed above is owned and/or controlled by the Lessor and furthermore that the Lessor grants the Lessee the exclusive right to operate a fireworks stand/tent or outlet on these premises for the selling period from 6/13/16 thru 7/7/16. Lessee shall comply by the laws, ordinances, rules and regulations of the federal, state, and municipal authorities. Lessor authorizes the Lessee to erect a tent for said purpose.
- 2.) Lessor will have the right to void this lease if the above-described property is sold or developed for any purpose other than the sale of Fireworks by providing 90 days written notice.

In return, the Lessee agrees to the following terms and conditions:

- 1.) Provide liability insurance coverage and post with Lessor, prior to occupancy, a certificate of insurance, evidencing liability insurance in force covering the erection and operation on the retail outlet. Said insurance shall name Lessor as additional insured. Lessee shall indemnify and save harmless Lessor from and against any and all liability penalties, damage and judgments by reason of injury or claim of injury to person or property of any nature and however caused, arising out of the use, occupation and control of the leased premises by Lessee. Lessee shall at his own expense carry comprehensive liability insurance policies in the amount of \$1,000,000.00 for the protection of himself in accordance with the State and Local Regulations.
- 2.) Pay any and all costs involved in the creation, maintenance, and operation of the outlet, and at the termination of the Lease, Lessee shall leave the premises in good order.
- 3.) Obtain and pay for all necessary permits and licenses required by law, and guarantee that all laws and regulations will be adhered to.
- 4.) This Lease Agreement is also subject to termination by Lessee if, for any reason, the Lessee cannot acquire and maintain all City, County, and State licenses and/or permits necessary to operate a legal fireworks sale on the Premises in compliance with applicable laws. In the event of termination, Lessor shall, within thirty (30) days following such termination, refund to Lessee all prepaid Lease Fees.
- 5.) Net terms of Lease: [REDACTED] (plus sales tax) and [REDACTED] in retail value of fireworks product for selling period beginning June 13, 2016 and ending July 7, 2016.
- 6.) All monies are to be paid in full no later than 30 days prior to occupancy.
- 7.) The Lessor approves the use of parking facilities located at address listed above for patrons of the sales tent. Lessor also approves the use of signs, banners, streamers, pennants, etc. on property listed above for promotional purposes.
- 8.) NOTE: THIS AGREEMENT CONTINGENT UPON LESSEE SECURING LOCAL AND STATE LICENSES.
- 9.) This instrument contains the entire agreement between parties and no representations heretofore made are a part unless included herein. Any modification of the Lease shall be in writing and signed by the parties hereto.

Lessee Information

Name: First American Fireworks Company
Address: 2041 Countryside Circle North
City, State, Zip: Orlando, FL 32804

By: Mark M. Stratton

Name: Mark M. Stratton

Title: President

Date: 4-21-16

Lessor Information

Name: Good Earth Properties LLP
Address: 731 Vassar Street
City, State, Zip: Orlando, FL 32804

By: Paul Perpetua

Name: Paul Perpetua

Title: MANAGER

Date: 4/20/16

FIRST AMERICAN FIREWORKS CO

2041 Countryside Cir N
Orlando, FL 32804
(407) 422 -4677 – Phone
(407) 422 -4676 – Fax

May 19, 2016

Board of City Commissioners
City of Apopka
P.O. Box 1229
Apopka, Florida 32704

RE: Demetree Center Fourth of July Sales Promotion

Dear Commissioners:

I would like to request the commission to approve the temporary erection of a tent and a storage container to be located at the Demetree Center, 2437 E. Semoran Blvd., Apopka, FL.

The purpose of the tent will be to sell State approved sparklers for the period of June 15, 2016 through July 5, 2016. The purpose of the container is to provide safe and secure storage in the event of severe weather and any other instances in which such storage is needed.

All necessary State and City licenses will be obtained prior to occupancy.

If there are any questions please feel free to call.

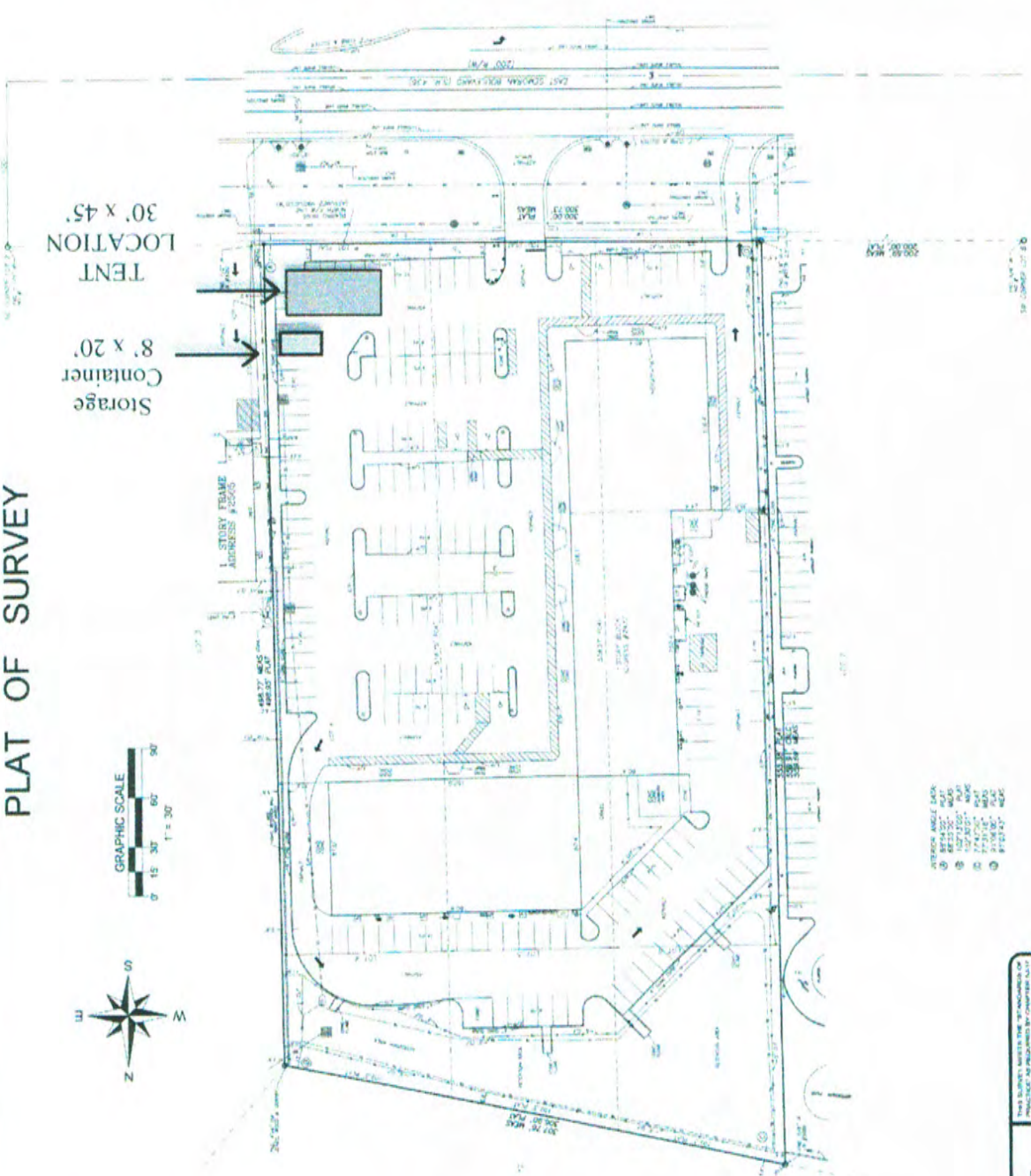
Sincerely,
FIRST AMERICAN FIREWORKS COMPANY



David J. Hostetler
Manager of Operations

PLAT OF SURVEY

VICINITY MAP (NOT TO SCALE)



LEGEND

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE SHOWN TO THE CENTER OF THE LINE OR TO THE CORNER OF THE LOT, UNLESS OTHERWISE NOTED.

2. THE SURVEY WAS MADE BY THE SURVEYOR, AND THE RESULTS ARE SHOWN ON THIS PLAT. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT. THE SURVEYOR HAS ALSO REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT.

3. THE SURVEY WAS MADE BY THE SURVEYOR, AND THE RESULTS ARE SHOWN ON THIS PLAT. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT. THE SURVEYOR HAS ALSO REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT.

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9. THE SURVEY WAS MADE BY THE SURVEYOR, AND THE RESULTS ARE SHOWN ON THIS PLAT. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT. THE SURVEYOR HAS ALSO REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT.

10. THE SURVEY WAS MADE BY THE SURVEYOR, AND THE RESULTS ARE SHOWN ON THIS PLAT. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT. THE SURVEYOR HAS ALSO REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT.



LEGAL DESCRIPTION

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NOTES

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BOUNDARY SURVEY DATE: 3-22-16
per 51-17.05(1)(b) Florida Administrative Code

DATE	JOB #	REVISION
3-22-16	1000000	1

BOUNDARY SURVEY	
DATE: 3-22-16	JOB # 1000000
REFERENCE: 51-17.05(1)(b)	DEMETREE DEVELOPMENT, INC.
LOCATION: 4000 N. UNIVERSITY BLVD., SUITE 100, AUSTIN, TEXAS 78705	DEMETREE DEVELOPMENT, INC.

ACCURIGHT

ACCURIGHT SURVEYING & CONSULTING, INC. 18140 S. 111th Ave., Suite 100, Omaha, NE 68148
www.AccurightSurveying.com
PHONE: (402) 426-1214

THIS SURVEY WAS MADE BY THE SURVEYOR, AND THE RESULTS ARE SHOWN ON THIS PLAT. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT. THE SURVEYOR HAS ALSO REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT.

JAMES D. SMITH, PLS. 0507



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2016

5/4/2016

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 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 #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:		
	PHONE (A/C, No, Ext): E-MAIL ADDRESS:		
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B: Maxum Indemnity Company		26743
	INSURER C: Berkshire Hathaway Homestate Ins Co		20044
	INSURER D: Continental Divide Insurance Company		35939
	INSURER E: Cypress Insurance Company (CA)		10855
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 14035339**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	Y	N	S18GL00242-151	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	EXC6023470-03	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C D E	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 ☒ N	N/A	AMWC605740 (AOS) AMWC606356 (OR) AMWC607196 (CA)	11/1/2015 11/1/2015 11/1/2015	11/1/2016 11/1/2016 11/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
LOCATION @ DEMETREE CENTER 2437 EAST SEMORAN BLVD., APOPKA, FL 32703; ADDITIONAL INSURED: GOOD EARTH PROPERTIES LLC, CITY OF APOPKA, DEMETREE REAL ESTATE SERVICES, INC.; CERTIFICATE VALID JUNE 10, 2016 TO JULY 10, 2016 Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

14035339
FIRST AMERICAN FIREWORKS COMPANY
2041 COUNTRYSIDE CIRCLE N.
ORLANDO FL 32804

CANCELLATION

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

PEDDLER PERMIT AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2016, by and between, First American Fireworks Co. (Permit Applicant and/or Organization), hereinafter referred to as Permit Applicant, and the CITY OF APOPKA, FLORIDA, hereinafter referred to as the City.

Peddlers, canvassers, salesmen, hawkers, itinerant merchants, vendors and solicitors are required to apply for and receive a Peddler Permit before conducting business within the City of Apopka. Permit Applicant agrees to comply with all local ordinances and codes, including but not limited to Chapter 62-Peddlers and Solicitors-Articles I and II of the City of Apopka Municipal Code, as well as all applicable state and federal statutes and regulations, throughout the duration of this agreement. Permit Applicant further agrees to provide additional documentation as required by the Community Development Department. This agreement will automatically terminate one year from the date of Peddler Permit issuance.

Definition

Peddlers, canvassers, salesmen, hawkers, itinerant merchants and vendors mean all persons not having a permanent duly licensed place of business within the corporate limits of the City, and seeking to sell, give or in any way dispose of goods, services, wares or merchandise of every kind and nature. Solicitor means all persons seeking or soliciting funds or services of any kind or nature and for any purpose whatsoever.

Requirements

- A. Before a Peddler Permit is issued, the Permit Applicant must have a Certificate of Liability Insurance with all applicable endorsements on file with the City of Apopka. The cost of such insurance shall be the responsibility of the Permit Applicant and must meet ALL requirements as directed by the City of Apopka.

Permit Applicant shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Comprehensive General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificates, all extensions to the insurance certificate, and declaration sheet should be sent to City of Apopka, Community Development, 120 East Main Street, Apopka, FL 32703. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.

Permit Applicant is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverage's procured by the Permit Applicant as required herein shall be considered, and the Permit Applicant agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Permit Applicant as required herein.

- B. Permit Applicant understands that entering upon a private residence under false pretenses for the purpose of soliciting orders for the sale of goods, wares, merchandise or personal services, and for disposing of or peddling or hawking goods, wares, merchandise or personal services, or remaining in a private residence or on the premises thereof after the owner or occupant thereof shall request any itinerant merchant or transient vendor to leave, or going in or upon the premises of a private residence by a peddler, solicitor, person, canvasser, salesman, hawker, itinerant merchant and vendor for any such purposes when the owner or occupant thereof has displayed a "no soliciting" sign on such premises, is declared to be unlawful and a nuisance.
- C. Permit Applicant shall not engage in house-to-house and business soliciting, peddling, canvassing, selling, hawking, vending, or junk or secondhand dealing without first having a permit and identification card issued.
- D. Permit Applicant understands that any person required to obtain a permit that is seen soliciting or peddling who is not known by a police officer to have been issued a permit shall produce his identification card and permit. Solicitors and peddlers shall exhibit their permits and identification cards at the request of any citizen.
- E. All applicants are subject to a fingerprint/background check.

Indemnity and Hold Harmless Agreement

First American Fireworks Co. (Permit Applicant and/or Organization) shall defend, indemnify and hold harmless the City of Apopka and all of the City of Apopka's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of First American Fireworks Co. (Permit Applicant and/or Organization), its officers, agents or employees in performance or non-performance of its obligations under the Agreement. First American Fireworks Co. (Permit Applicant and/or Organization) recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Apopka when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Apopka in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve First American Fireworks Co. (Permit Applicant and/or Organization) of its liability and obligation to defend, hold harmless and indemnify the City of Apopka as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

I agree that I am an authorized representative of the organization named above and agree to the conditions as stated.

DM

Signature of Permit Applicant

DAVID HOSTETLER

Printed Name of Permit Applicant

MANAGER

Title of Permit Applicant

FIRST AMERICAN FIREWORKS CO.

Organization/Business

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of May, 2016, by David Hostetler and who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



L. GARRETT STACEY
MY COMMISSION # FF 195474
EXPIRES: February 3, 2019
Bonded Thru Budget Notary Services

Notary Public: [Signature]

Commission No: _____

Commission Expires: _____

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FIRST AMERICAN FIREWORKS COMPANY, a corporation organized under the Laws of the State of Florida, filed on April 29, 1988, as shown by the records of this office.

The document number of this corporation is M78499.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
29th day of April, 1988.



Jim Smith
Secretary of State

CR2E022 (8-87)

Certificate of Flame Resistance

ISSUED BY

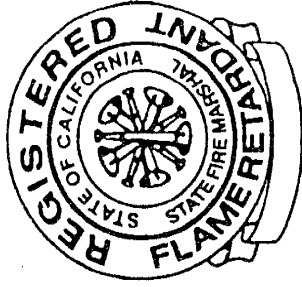
KIRBY TENT RENTAL

Division of Kirby Rental Service & Sales

411 Hames Avenue
Orlando, FL 32805

8711 Phillips Highway
Jacksonville, FL 32256

MANUFACTURERS OF THE FINISHED TENT PRODUCT DESCRIBED HEREIN



This is to certify that the materials used in the construction of the

GEET ONE 30' x 45' TENT

for FIRST AMERICAN FIREWORKS Co.

_____, have been flame retardant treated (or are inherently non-flammable)

*by the Snyder Manufacturing Company

Their registered application concern number F-140-01 is approved and registered by the State Fire Marshal and the application of said chemicals was done in conformance with the laws of the State of California and the rules and regulations of the State Fire Marshal.

**Flame Retardancy Cannot Be Removed By Washing And
Is Good For The Life Of The Material.
Fabric Meets The Requirements Of Specifications
Listed As NFPA-701 (Large Scale)**

*THEIR

F-140-01

REGISTERED
APPLICATION
CONCERN NO.

Signed: _____

TENT DEPARTMENT

CITY OF APOPKA



Peddler Permit

David Hostetler

First American Fireworks Co
Organization

The City of Apopka does not endorse the validity, reliability, or merchantability of the product or cause, which this permit allows. Any misrepresentation or irregularity should be reported to the Police Department by calling 407-703-1771.

CITY OF APOPKA

Address: 633 29th St
Orlando, FL 32805



This permit does not authorize or imply that the person named and photographed appearing hereon is permitted to solicit in those neighborhoods and/or at those residences that are posted with "No Soliciting" signs.

Date Issued
05-12-16

Date Expires
05-12-2017

CITY OF APOPKA

159070

Apopka, Fla. 5-10-16

RECEIVED OF

First American Fireworks

For

February 2016 + 50/100

Dollars

apokee 10.00

Background 42.50

#6265

CITY OF APOPKA

Amount Paid \$ 52.50

Cash ☐

Check ☐

By

[Signature]

CLERK

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

6265

FIRST AMERICAN FIREWORKS CO.
2041 COUNTRYSIDE CIRCLE NORTH
ORLANDO, FL 32804-6913

SUNTRUST BANK
ORLANDO, FL 32804

63-215/0631

5-10-2016

PAY TO THE
ORDER OF

City of Apopka

\$ 52.50

Fifty-Two

00/100 DOLLARS

Reddler's Permits. App

[Signature]

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY SCREEN - HOLD AT ANGLE TO VIEW

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF REGISTRATION
RETAILER
OFFICIAL COPY

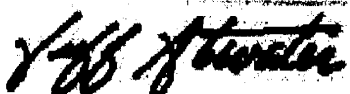
THIS CERTIFIES THAT: First American Fireworks Co.
2041 Countryside Circle North
Orlando Fl 32804

Has registered pursuant to the provisions of Florida Statutes to engage in the business of selling sparklers to consumers at retail at the following fixed place of business:

Demetree Center
2437 East Semoran Blvd
Apopka Fl 32703 Orange

Issue Date: 05/02/2016
Type: 07
Class: 64
County: Orange
License/Permit #: SR16-000331
Expiration Date: 01/31/2017




Chief Financial Officer



City of Apopka
Community Development Department
FIREWORKS/SPARKLERS
PEDDLERS PERMIT CHECK LIST

Requirements:

- ☒ Completed Application for Peddlers/Solicitors Permit w/\$10.00 application fee for each person who will be going door-to-door representing company.
- ☒ Completed Application for Business Tax Receipt.
- ☒ Executed Hold Harmless Agreement for each person who will be going door-to-door representing company. (pending City approval)
- ☒ Name, Address & Phone numbers of two character and/or business references for each person who will be representing company.
- ☒ Lease agreement with property owner or notarized letter of approval from property owner to use private property (if applicable)
- ☒ **Certificate of Insurance naming the City of Apopka as additional insured in the amount of \$1,000,000.** For Information on the particular type of insurance required, please contact City of Apopka Risk Management at 407-703-1805.
- ☒ Copy of either your Incorporation Certificate/Fictitious Name Registration/LLC (www.sunbiz.org)
- ☒ Copy of Tent Permit from Building Division (if applicable)
- ☒ Must obtain a Peddler Permit badge through the Community Development Department. There will be a fingerprint/background check fee of \$42.50 for each badge being issued. (if applicable)
- ☒ Copy of Florida Dept. of Financial Services / Fire Marshall Division Certificate of Registration
- ☒ List of State approved fireworks to be sold. - *provided to AFD 5-16-16*
- ☐ Approval from Police, Fire, Building, Zoning & Risk Management.
- ☐ City Council Approval (Additional information may be required by City Council)
- ☐ City Premise Inspection Report signed by Fire Department Inspector (if applicable)

Fees:

- ☒ \$10.00 Application Fee (non-refundable) - *AD. 5-10-16*
- ☒ \$42.50 Fingerprint/Background Check Fee - *AD. 5-10-16*
- ☐ \$50.00 Peddler Permit Fee
- ☒ The City Business Tax Receipt fee is separate and will be assessed based upon what is being sold. - *AD. 11-16-15*

Backup material for agenda item:

8. First American Fireworks Co. – 511 S. Orange Blossom Trail – David Hostetler



Administrative Services
120 East Main Street
Apopka, Florida 32703
Phone: 407-703-1703
admins@apopka.net

PEDDLER PERMIT APPLICATION

FILING THIS APPLICATION AND REMITTING THE APPLICATION AND PEDDLER/SOLICITOR FEE(S) FOR A CITY PEDDLER/SOLICITOR PERMIT DOES NOT ALLOW THE APPLICANT TO OPERATE OR ENGAGE IN ANY TYPE OF BUSINESS, OCCUPATION OR PROFESSION UNTIL A PEDDLER PERMIT IS ISSUED TO THE APPLICANT. **NOTE:** THE \$10.00 NON-REFUNDABLE APPLICATION FEE IS IN ADDITION TO THE PEDDLER/SOLICITOR PERMIT FEE.

Business/Organization Information	Applicants Information
Name: <u>FIRST AMERICAN FIREWORKS CO.</u>	Name: <u>DAVID HOSTETLER</u>
Address: <u>511 S. ORANGE BLOSSOM TRAIL</u>	Address: <u>633 29TH ST</u>
Shopping Center: <u>APOPKA PLAZA</u>	City/State/Zip: <u>ORLANDO, FL 32805</u>
City/State/Zip: <u>APOPKA, FL, 32703</u>	Phone: <u>[REDACTED]</u> Fax: <u>[REDACTED]</u>
Phone: <u>[REDACTED]</u> Fax: <u>[REDACTED]</u>	Email Address: <u>fafco1@gmail.com</u>
Mailing Address (If different than above)	Mailing Address (If different than above)
Street: <u>2041 COUNTRYSIDE CIR N</u>	
City/State/Zip: <u>ORLANDO, FL 32804</u>	

Describe the nature of your business or goods to be sold: (In Detail) SEASONAL SALE OF FIREWORKS

Location where goods will be sold: 551 S. ORANGE BLOSSOM TR.

Date permit to be issued for: From: 6/15/16 - 6/15/17 To: 7-5-16

Vehicle Description: (if applicable) Year: _____ Make: _____ Model: _____

Color: _____ State: _____ Owner: _____

Name and Address of Manufacture of goods to be sold: TNT FIREWORKS, FLORENCE, AL

Name/Address/Phone Number of two (2) reliable character/business references (preferably in Orange County):

MARK STRATTON 2041 COUNTRYSIDE CIRCLE N. ORLANDO FL
407-256-0024

APRIL STRATTON 2041 COUNTRYSIDE CIRCLE N. ORLANDO FL

Have you ever been convicted of any felony, misdemeanor, or violation of any municipal ordinance? ☐ Yes ☒ No

If yes, please explain: _____

Federal Tax ID Number (FEI#) [REDACTED] OR Social Security Number: _____

Fictitious Name Registration # _____ OR Exemption Status: _____ (Attach Copy)

Regulatory License/Certification #: _____ Corporate Doc #: _____

Classification Code	Description	Business Tax Number
08P3-6	Peddler/Seasonal	7060
08U1	Peddler Permit	

Notes:	First American Fireworks - 511 S. Orange Blossom Trl.

Fee Type	Fee Amount	Date Paid	Date Issued	Cash Receipt #	Debit/Credit Receipt #	Check #
Application Fee:	10.00	5-10-16	/	/	/	626.5
Background Check/ Fingerprinting Fee:	42.50	5-10-16	/	/	/	
BTR Fee:	121.00	11-16-15	11-16-15	/	/	6165
Peddler Permit Fee:						
TOTAL:						

Issued by:	
------------	--

CITY OF APOPKA
LOCAL BUSINESS TAX RECEIPT

120 East Main Street, Apopka, FL 32703

Fiscal Year October 1, 2015 to September 30, 2016

No: 7060

Date: 11/16/15

Address: 511 S ORANGE BLOSSOM TR
APOPKA FL 32703
Activity: 08P3-6 PEDDLER-SEASONAL/HOLIDAY
APOPKA SHOPPING PLAZA

Issued to: FIRST AMERICAN FIREWORKS CO
2041 COUNTRYSIDE CR N
ORLANDO FL 32804

Tax	121.00
Penalty	
Transfer	
App Fee	
Other	
Total Paid	121.00
PAY IN OCT	0.00
PAY IN NOV	0.00
PAY IN DEC	0.00
PAY IN JAN	0.00

B

MUST DISPLAY LICENSE/OWNER RESPONSIBILITY TO RENEW

CITY LICENSE OFFICIAL

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between, First American Fireworks CO. hereinafter referred to as "Business Owner" and the CITY OF APOPKA, FLORIDA, hereinafter referred to as "The City."

WHEREAS, FAFLO hereby agrees to indemnify and hold harmless the City and all of the City's officers, representatives, employees, and/or agents arising out of, or resulting from any damages, injuries, or illness from any and all liability, including any injury to or death of any person, or damage to or destruction of property in or about the premises; defense costs, including attorney's fees and all other fees incidental to defense; loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from participation in particular; held on the 2nd day of May, 2016, through the 30th day of September 2017.

Signature of Applicant

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of May, 2016, by David Hostetter and who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



L. GARRETT STACEY
MY COMMISSION # FF 195474
EXPIRES: February 3, 2019
Bonded Thru Budget Notary Services

Notary Public

Department	Approved	Denied	Date	Comments:
CD - Zoning:	X		5/16/16	KPW
Fire:				
Police:				
Risk Management:				
City Council:				

Application Fee: \$10.00 Date Paid: _____ Date Issued: _____ Issued by: _____
Bus Tax Subtotal: \$ _____ Total Paid: \$ _____ Cash ☐ Credit/Debit: ☐ Check #: _____

LEASE AGREEMENT

THIS AGREEMENT IS MADE BETWEEN: Apopka Shopping Center LLP. as Lessor with First American Fireworks Co. as Lessee, for the purpose of selling fireworks from the location of:

Location: Apopka Plaza, as designated area attached as Exhibit "A"
Address: 551 S Orange Blossom Trail
City/State/Zip: Apopka, FL 32703-5462

*Note Attached
Addendum as Page 3*

1. Lessor represents that the lot or commonly occupied premises as listed above is owned and/or controlled by the Lessor and furthermore that the Lessor grants the Lessee the exclusive right to operate a fireworks stand/tent or outlet on these premises for the selling periods from 12/15/15 through 1/1/16 and 6/19/16 through 7/4/16, plus a reasonable period of time before and after the selling period for the erecting and dismantling of tenants equipment and delivering and removing its inventory. Lessee shall comply by the laws, ordinances, rules and regulations of the federal, state, and municipal authorities. Lessor authorizes the Lessee to erect a tent for said purposes.
2. Lessor will have the right to void this lease if the above-described property is sold or developed for any purpose other than the sale of fireworks by providing 90 days written notice.

In return, the Lessee agrees to the following terms and conditions:

1. Provide liability insurance coverage and post with Lessor, prior to occupancy, a certificate of insurance, evidencing liability insurance in force covering the erection and operation on the retail outlet. Said insurance shall name Lessor as additional insured. Lessee shall indemnify and save harmless Lessor from and against any and all liability penalties, damage and judgments by reason of injury or claim of injury to person or property of any nature and however caused, arising out of the use, occupation and control of the leased premises by Lessee. Lessee shall at his own expense carry comprehensive liability insurance policies in the amount of \$1,000,000.00 for the protection of himself in accordance with the State and Local Regulations. Lessee shall provide the Lessor a copy of the Liability Insurance prior to occupancy of the premises.
2. Pay any and all costs involved in the creation, maintenance, and operation of the outlet and Lessee shall guarantee that the premises be returned to its original condition.
3. Obtain and pay for all necessary permits and licenses required by law and post with local authority any debris or performance bond which might be required, and guarantee that all laws and regulations will be adhered to.
4. If the sale of fireworks is prohibited by public authority, then this lease shall automatically become null and void and all monies will be promptly refunded. If the municipality having proper jurisdiction over this outlet limits the sale of fireworks, or makes any other local rules changing the state statutes, then this lease is subject to revision.
5. Net terms of Lease: ~~Fifteen Hundred Dollars~~, plus 6.5% sales tax, ~~\$2,130.00~~ for the period beginning December 15, 2015 through January 1, 2016, and ~~\$2,130.00~~ Second Dollars, plus 6.5% sales tax (~~\$2,130.00~~) for period beginning June 19, 2016 through July 4, 2016.
6. All monies are to be paid no later than 30 days prior to each period of occupancy.
7. The Lessor approves the use of parking facilities located at address listed above for patrons of the sales tent. All signs, banners, streamers, pennants, etc. on property shall comply with the codes governing such displays. Further, Lessor shall allow Lessee to use Lessor's electricity for the sole purpose of running registers and minimal lighting under the tent. *~ electric as available at Pylon Sign*
8. This instrument contains the entire agreement between parties and no representations heretofore made are a part unless included herein. Any modification of the Lease shall be in writing and signed by the parties hereto.

Lessee Information

Name: First American Fireworks Co.
Address: 2041 Countryside Circle N.
City, State, and Zip: Orlando, FL 32804

By: *Mark M. Stratton*

Name: Mark M. Stratton

Title: President

Date: 10/6/2015

Lessor Information

Name: Apopka Shopping Center LLP.
Address: 4701 NE 36th Ave.
City, State, and Zip: Ocala, FL 34479

By: *Scott Summer*

Name: Scott Summer

Title: owner

Date: 10/12/15

FIRST AMERICAN FIREWORKS CO

2041 Countryside Cir N
Orlando, FL 32804
(407) 422 -4677 – Phone
(407) 422 -4676 – Fax

May 19, 2016

Board of City Commissioners
City of Apopka
P.O. Box 1229
Apopka, Florida 32704

RE: Apopka Plaza Fourth of July Sales Promotion

Dear Commissioners:

I would like to request the commission to approve the temporary erection of a tent and a storage container to be located at the Apopka Plaza Shopping Center, 551 S. Orange Blossom Trail, Apopka, FL.

The purpose of the tent will be to sell State approved sparklers for the period of June 15, 2016 through July 5, 2016. The purpose of the container is to provide safe and secure storage in the event of severe weather and any other instances in which such storage is needed.

All necessary State and City licenses will be obtained prior to occupancy.

If there are any questions please feel free to call.

Sincerely,
FIRST AMERICAN FIREWORKS COMPANY



David J. Hostetler
Manager of Operations

APOPKA PLAZA SHOPPING CENTER
511-551 SOUTH ORANGE BLOSSOM TRAIL
APOPKA, FL 32703

TENT & CONTAINER LAYOUT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2016

5/4/2016

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 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 #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Indemnity Insurance Company		10851
	INSURER B : Maxum Indemnity Company		26743
	INSURER C : Berkshire Hathaway Homestate Ins Co		20044
	INSURER D : Continental Divide Insurance Company		35939
	INSURER E : Cypress Insurance Company (CA)		10855
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 14035071**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	S18GL00242-151	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX		
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$	X	OCCUR	N	N	EXC6023470-03	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C D E	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 ☒ N	N/A	N	AMWC605740 (AOS) AMWC606356 (OR) AMWC607196 (CA)	11/1/2015 11/1/2015 11/1/2015	11/1/2016 11/1/2016 11/1/2016	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
LOCATION @ APOPKA PLAZA 551 S. ORANGE BLOSSOM TRAIL, APOPKA, FL 32703; ADDITIONAL INSURED: APOPKA SHOPPING CENTER LLC., CITY OF APOPKA, STAND OPERATOR; CERTIFICATE VALID JUNE 10, 2016 TO JULY 10, 2016 Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

14035071
FIRST AMERICAN FIREWORKS COMPANY
2041 COUNTRYSIDE CIRCLE N.
ORLANDO FL 32804

CANCELLATION

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

PEDDLER PERMIT AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2016, by and between, First American Fireworks Co. (Permit Applicant and/or Organization), hereinafter referred to as Permit Applicant, and the CITY OF APOPKA, FLORIDA, hereinafter referred to as the City.

Peddlers, canvassers, salesmen, hawkers, itinerant merchants, vendors and solicitors are required to apply for and receive a Peddler Permit before conducting business within the City of Apopka. Permit Applicant agrees to comply with all local ordinances and codes, including but not limited to Chapter 62-Peddlers and Solicitors-Articles I and II of the City of Apopka Municipal Code, as well as all applicable state and federal statutes and regulations, throughout the duration of this agreement. Permit Applicant further agrees to provide additional documentation as required by the Community Development Department. This agreement will automatically terminate one year from the date of Peddler Permit issuance.

Definition

Peddlers, canvassers, salesmen, hawkers, itinerant merchants and vendors mean all persons not having a permanent duly licensed place of business within the corporate limits of the City, and seeking to sell, give or in any way dispose of goods, services, wares or merchandise of every kind and nature. Solicitor means all persons seeking or soliciting funds or services of any kind or nature and for any purpose whatsoever.

Requirements

- A. Before a Peddler Permit is issued, the Permit Applicant must have a Certificate of Liability Insurance with all applicable endorsements on file with the City of Apopka. The cost of such insurance shall be the responsibility of the Permit Applicant and must meet ALL requirements as directed by the City of Apopka.

Permit Applicant shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Comprehensive General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificates, all extensions to the insurance certificate, and declaration sheet should be sent to City of Apopka, Community Development, 120 East Main Street, Apopka, FL 32703. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.

Permit Applicant is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverage's procured by the Permit Applicant as required herein shall be considered, and the Permit Applicant agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Permit Applicant as required herein.

- B. Permit Applicant understands that entering upon a private residence under false pretenses for the purpose of soliciting orders for the sale of goods, wares, merchandise or personal services, and for disposing of or peddling or hawking goods, wares, merchandise or personal services, or remaining in a private residence or on the premises thereof after the owner or occupant thereof shall request any itinerant merchant or transient vendor to leave, or going in or upon the premises of a private residence by a peddler, solicitor, person, canvasser, salesman, hawker, itinerant merchant and vendor for any such purposes when the owner or occupant thereof has displayed a "no soliciting" sign on such premises, is declared to be unlawful and a nuisance.
- C. Permit Applicant shall not engage in house-to-house and business soliciting, peddling, canvassing, selling, hawking, vending, or junk or secondhand dealing without first having a permit and identification card issued.
- D. Permit Applicant understands that any person required to obtain a permit that is seen soliciting or peddling who is not known by a police officer to have been issued a permit shall produce his identification card and permit. Solicitors and peddlers shall exhibit their permits and identification cards at the request of any citizen.
- E. All applicants are subject to a fingerprint/background check.

Indemnity and Hold Harmless Agreement

First American Fireworks Co. (Permit Applicant and/or Organization) shall defend, indemnify and hold harmless the City of Apopka and all of the City of Apopka's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of First American Fireworks Co. (Permit Applicant and/or Organization), its officers, agents or employees in performance or non-performance of its obligations under the Agreement. First American Fireworks Co. (Permit Applicant and/or Organization) recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Apopka when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Apopka in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve First American Fireworks Co. (Permit Applicant and/or Organization) of its liability and obligation to defend, hold harmless and indemnify the City of Apopka as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

I agree that I am an authorized representative of the organization named above and agree to the conditions as stated.

DM

Signature of Permit Applicant

DAVID HOSTETLER

Printed Name of Permit Applicant

MANAGER

Title of Permit Applicant

FIRST AMERICAN FIREWORKS CO.

Organization/Business

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of May, 2016, by David Hostetler and who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



L. GARRETT STACEY
MY COMMISSION # FF 195474
EXPIRES: February 3, 2019
Bonded Thru Budget Notary Services

Notary Public: [Signature]

Commission No: _____

Commission Expires: _____

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FIRST AMERICAN FIREWORKS COMPANY, a corporation organized under the Laws of the State of Florida, filed on April 29, 1988, as shown by the records of this office.

The document number of this corporation is M78499.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
29th day of April, 1988.



CR2E022 (8-87)

Jim Smith
Secretary of State

Certificate of Flame Resistance

ISSUED BY

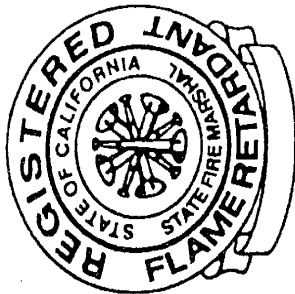
KIRBY TENT RENTAL

Division of Kirby Rental Service & Sales

411 Hames Avenue
Orlando, FL 32805

8711 Phillips Highway
Jacksonville, FL 32256

MANUFACTURERS OF THE FINISHED TENT PRODUCT DESCRIBED HEREIN



This is to certify that the materials used in the construction of the

GEET ONE 30' x 45' TENT

FOR FIRST AMERICAN FIREWORKS CO.

*by the _____, have been flame retardant treated (or are inherently non-flammable)
Snyder Manufacturing Company

Their registered application concern number F-140-01 is approved and registered by the State Fire Marshal and the application of said chemicals was done in conformance with the laws of the State of California and the rules and regulations of the State Fire Marshal.

**Flame Retardancy Cannot Be Removed By Washing And
Is Good For The Life Of The Material.
Fabric Meets The Requirements Of Specifications
Listed As NFPA-701 (Large Scale)**

*THEIR

F-140-01

REGISTERED
APPLICATION
CONCERN NO.

Signed: _____

TENT DEPARTMENT

CITY OF APOPKA



Peddler Permit

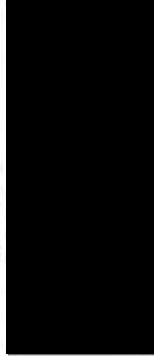
David Hostetler

First American Fireworks Co
Organization

The City of Apopka does not endorse the validity, reliability, or merchantability of the product or cause, which this permit allows. Any misrepresentation or irregularity should be reported to the Police Department by calling 407-703-1771.

CITY OF APOPKA

Address: 633 29th St
Orlando, FL 32805



This permit does not authorize or imply that the person named and photographed appearing hereon is permitted to solicit in those neighborhoods and/or at those residences that are posted with "No Soliciting" signs.

Date Issued
05-12-16

Date Expires
05-12-2017

CITY OF APOPKA

159070

Apopka, Fla. 5-10-16

RECEIVED OF First American Fireworks
fifty two + 50/100 Dollars

For apple 10.00
background 42.50

Amount Paid \$ 52.50 Cash ☐ Check ☐ By [Signature] CITY OF APOPKA
CLERK

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

6265

FIRST AMERICAN FIREWORKS CO.
2041 COUNTRYSIDE CIRCLE NORTH
ORLANDO, FL 32804-6913

SUNTRUST BANK
ORLANDO, FL 32804

63-215/0631

5-10-2016

PAY TO THE ORDER OF City of Apopka \$ 52.50
Fifty-Two 00/100 DOLLARS

Reddler's Permits. App

[Signature]

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY SCREEN - HOLD AT ANGLE TO VIEW

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL**

200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

**CERTIFICATE OF REGISTRATION
RETAILER**

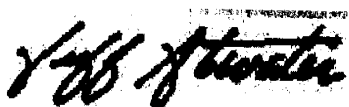
THIS CERTIFIES THAT: First American Fireworks Co.
2041 Countryside Circle North
Orlando Fl 32804

Has registered pursuant to the provisions of Florida Statutes to engage in the business of selling sparklers to consumers at retail at the following fixed place of business:

APOPKA PLAZA
551 S ORANGE BLOSSOM TRAIL
APOPKA FL 32703 Orange

Issue Date: 02/01/2016
Type: 07
Class: 64
County: Orange
License/Permit #: SR13-000131
Expiration Date: 01/31/2017





Chief Financial Officer



City of Apopka
Community Development Department
FIREWORKS/SPARKLERS
PEDDLERS PERMIT CHECK LIST

Requirements:

- ☒ Completed Application for Peddlers/Solicitors Permit w/\$10.00 application fee for each person who will be going door-to-door representing company.
- ☒ Completed Application for Business Tax Receipt.
- ☒ Executed Hold Harmless Agreement for each person who will be going door-to-door representing company. (pending City approval)
- ☒ Name, Address & Phone numbers of two character and/or business references for each person who will be representing company.
- ☒ Lease agreement with property owner or notarized letter of approval from property owner to use private property (if applicable)
- ☒ **Certificate of Insurance naming the City of Apopka as additional insured in the amount of \$1,000,000.** For Information on the particular type of insurance required, please contact City of Apopka Risk Management at 407-703-1805.
- ☒ Copy of either your Incorporation Certificate/Fictitious Name Registration/LLC (www.sunbiz.org)
- ☒ Copy of Tent Permit from Building Division (if applicable)
- ☒ Must obtain a Peddler Permit badge through the Community Development Department. There will be a fingerprint/background check fee of \$42.50 for each badge being issued. (if applicable)
- ☒ Copy of Florida Dept. of Financial Services / Fire Marshall Division Certificate of Registration
- ☒ List of State approved fireworks to be sold. *- Provided to AFD 5-16-16*
- ☐ Approval from Police, Fire, Building, Zoning & Risk Management.
- ☐ City Council Approval (Additional information may be required by City Council)
- ☐ City Premise Inspection Report signed by Fire Department Inspector (if applicable)

Fees:

- ☒ \$10.00 Application Fee (non-refundable) *- Ad. 5-10-16*
- ☒ \$42.50 Fingerprint/Background Check Fee *- Ad. 5-10-16*
- ☐ \$50.00 Peddler Permit Fee
- ☒ The City Business Tax Receipt fee is separate and will be assessed based upon what is being sold. *- Ad. 11-16-15*