



THE COUNTY OF ESCAMBIA  
PENSACOLA, FLORIDA

PUBLIC SAFETY BUREAU  
MICHAEL WEAVER  
INTERIM BUREAU CHIEF

FIRE PREVENTION DIVISION  
JOSEPH E. QUINN  
ACTING FIRE MARSHAL

**APPLICATION FOR PERMIT TO CONDUCT FIREWORKS EXHIBITION**

(Please Type or Print Requested Information)

Application is hereby made by: \_\_\_\_\_  
(Name)

\_\_\_\_\_, for a permit to conduct a fireworks exhibition  
(Address)

to be held on \_\_\_\_\_.  
(Date) The exhibition will be conducted by

\_\_\_\_\_, a competent fireworks  
(Name/Business)

exhibition operator, at \_\_\_\_\_  
(Property Name and Location)

where it will not be hazardous to property or endanger any person.

This Application, with attachments, must be submitted to the Fire Prevention Division of Escambia County Fire Rescue, 3363 West Park Place, Pensacola, Florida, 32505, at least fifteen (15) days in advance of the date of the display. Any permit granted subsequent to this Application is non-transferable.

The following documentation is **attached hereto** and made a part of this Application, pursuant to Sections 791.012, 791.02, and 791.03, Florida Statutes, and Escambia County Fire Safety Code Ordinance Number 92-3, as amended by Escambia County Ordinance 94-1 (Chapter 50, Escambia County Code of Ordinances):

1. **Fire Safety Permit Application**
2. **Certificate of Insurance** in a sum not less than one million dollars (\$1,000,000) of all damages which may be caused either to a person or to property by reason of the permittee's display, and arising from any acts of the permittee, his agents, employees, or subcontractors.
3. **Letter from Escambia County Sheriff's Department** stating that it has received notification of the display, approves of the competency of the fireworks exhibition operator for the display, and adequate arrangements have been made regarding traffic and crowd control.
4. **Letter from appropriate Emergency Medical Services Department** stating that it has received notification of the display, and adequate arrangements have been made to provide emergency services should the need arise. (Not required by Florida Statutes, but requested by the Board of County Commissioners for safety purposes.)
5. **Waiver of Noise Abatement Ordinance** (Apply for waiver with the Building Inspections Division if applicable at 3363 West Park Place, Pensacola, Florida, 32505 (850) 595-3550 – Requires Approval by Board of County Commissioners)

\_\_\_\_\_  
(Printed Name of Individual Signing Application)

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Date)

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## Hold Harmless and Indemnification Agreement

### (Fireworks Exhibition)

This Hold Harmless and Indemnification Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between Escambia County ("County"), a political subdivision of the State of Florida and \_\_\_\_\_ (Additional Party, if Applicable), and \_\_\_\_\_ ("Contractor"), authorized to do business in the State of Florida.

**NOW THEREFORE**, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Contractor shall hold harmless the County and \_\_\_\_\_ (Additional Party), their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, liability and expenses including costs and attorneys' fees incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including loss of use thereof, zoning or like type issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Contractor's performance of the fireworks exhibition

\_\_\_\_\_  
(Specific Location of Fireworks Exhibition)

on \_\_\_\_\_ at \_\_\_\_\_. The Contractor's obligation  
(Date of Fireworks Exhibition) (Time of Fireworks Exhibition)

shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

2. The Contractor agrees to pay on behalf of the County and \_\_\_\_\_ (Additional Party), as well as provide a legal defense for them, both of which shall be done only if and when requested by County, for all claims as described in the Paragraph 1, above. Such payment on behalf of County and \_\_\_\_\_ (Additional Party) shall be in addition to any and all other legal remedies available to County and \_\_\_\_\_ (Additional Party) and shall not be considered to be their exclusive remedy.

3. In order to ensure the Hold Harmless and Indemnification Agreement provisions set forth above, the Contractor shall obtain the following insurance coverage:

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## INSURANCE AND SAFETY

### INSURANCE – BASIC COVERAGES REQUIRED

- A. The Contractor shall procure and maintain the following described insurance on policies and with insurers rated as a Secure Best Rating with a Financial Size Category VI according to latest edition of the A.M. Best Guide for any or all claims which may arise out of, or result from, the Contractor's \_\_\_\_\_,  
*(Date of Fireworks Exhibition)*  
Fireworks Exhibition, \_\_\_\_\_,  
*(Specific Location of Fireworks Exhibition)*  
or work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- B. The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
- C. The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- D. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.
- E. Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this Agreement.
- F. The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.
- G. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

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- H. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this Agreement.

## 1. Workers Compensation Coverage

- a. The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/ \$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.
- b. Contractor shall also purchase any other coverages required by law for the benefit of employees.

## 2. General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

## 3. General Liability Coverage – Occurrence Form Required

- a. Minimum limits of \$1,000,000.
- b. Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement.
- c. Coverage B shall include personal injury.
- d. Coverage C, medical payments, is not required.

## 4. Business Auto Liability Coverage

- a. Minimum limit of \$500,000.
- b. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employees non-ownership use.

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## 5. Termination/Adverse Change Endorsement

All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

## 6. Evidence/Certificates of Insurance

a. Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

b. New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement.

c. Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Disclose any self-insured retentions in excess of \$1,000.
3. Designate Escambia County as the certificate holder as follows:

Escambia County Board of Commissioners  
Attention:  
Ernie Lee Magaha, Clerk of the Circuit Court  
and  
Michael Watts, Risk Manager  
P. O. Box 1591  
Pensacola, FL 32597-1591

d. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

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If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same through direction of the BOARD OF COUNTY COMMISSIONERS, \_\_\_\_\_(Additional Party), signing by and through its \_\_\_\_\_, and \_\_\_\_\_(Contractor), signing by and through its \_\_\_\_\_, duly authorized to execute same.

**FOR ESCAMBIA COUNTY:**

**Joseph E. Quinn, Acting Fire Marshal  
Escambia County Fire Rescue**

\_\_\_\_\_  
Day of \_\_\_\_\_, 20 \_\_\_\_

WITNESSES: (2 Required)

\_\_\_\_\_  
\_\_\_\_\_

**Larry M. Newsom  
Escambia County Interim Administrator**

\_\_\_\_\_  
Day of \_\_\_\_\_, 20 \_\_\_\_

WITNESSES: (2 Required)

\_\_\_\_\_  
\_\_\_\_\_

**FOR ADDITIONAL PARTY:**  
*(If Applicable)*

\_\_\_\_\_  
(Type Name of Additional Party, If Applicable)

**ATTEST:**

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name and Title)

\_\_\_\_\_  
(Type Name and Title)

Day of \_\_\_\_\_, 20 \_\_\_\_

**( S E A L )**

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**FOR CORPORATION:**

\_\_\_\_\_  
(Type Name of Corporation)

**ATTEST:**

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name and Title)

\_\_\_\_\_  
(Type Name and Title)

**Day of \_\_\_\_\_, 20\_\_\_\_**

**(CORPORATE SEAL)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me and known to be the individual described by said name who executed the foregoing instrument, and acknowledged before me that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_