# SANDY

# General Land Use Application

1 page

Name of Project:	Bia Bana Fi	WOOKE	>	
Location or Address:	38600 Pro	rtor Bl	vd SANDY OF 9705	5
Map & Tax Lot # T:	R:	Section:	Tax Lot (s):	
Request:	Are selling f	YOU STI	KS SOFEN Some	2
From Ju	th Fencina	15 20. AT 3	3600 proctor Blva	2
next TOB	g Apple J	9am	-apm	
are in	all respects true, complete and cor		statements and information contained himy knowledge and belief.	nerein
Applicant (if different tha	n owners SON	Owner V	ly Dode town	
	121 Fairiewox 9824	Address		
City/State/Zip LAIN/IOW	DP. 97024	City/State/Zip	see attached agreement wit	th
Clarai /5/	lines amid Com	Email		
Phone 971-32-3	274105	Phone		
Signature	Land o	Signature		
File #22023 tem	Date: 12 Fee\$: 12	ff Use Only	Planner Reback Cu	u
Type of review: Type	e I Type II	Type III	Type IV 🗖	0
Has applicant attended a	pre-app? Yes Ala No C	l If yes, da	ate of pre-app meeting:	



#### 2022 RETAIL SALES PERMIT FOR ALLOWED FIREWORKS

#### OREGON STATE POLICE OFFICE OF STATE FIRE MARSHAL (503) 934-8274 or 8272

CINDY ANDERSON 18690 AUTUMN WAY SANDY OR 97055 PERMIT NO: RS-0306-22

VALID DATES: June 23, 2022 to July 6, 2022

ANY AND ALL LOCAL PERMITS MUST BE OBTAINED AND REQUIREMENTS MET FOR THIS PERMIT TO BE VALID. THIS PERMIT IS VALID ONLY DURING THE DATES INDICATED ABOVE. THIS PERMIT DOES NOT AUTHORIZE THE SALE, USE, OR DISCHARGE OF FIREWORKS IF BY LAW OR ORDINANCE THE LOCAL FIRE AUTHORITY PROHIBITS THE SALE, USE OR DISCHARGE OF FIREWORKS. FOR OUTSIDE STANDS AND TENTS THIS PERMIT MUST BE POSTED IN THE SALES AREA. FOR INSIDE SALES THIS PERMIT MUST BE IMMEDIATELY AVAILABLE FOR VIEWING UPON REQUEST. STORAGE OF FIREWORKS IS NOT ALLOWED IN TENTS OR STANDS. ALL UNSOLD FIREWORKS MUST BE RETURNED TO THE SUPPLYING FIREWORKS WHOLESALER NO LATER THAN JULY 31ST OF THE

PERMIT ISSUED TO: Cindy Anderson
INDIVIDUAL RESPONSIBLE FOR SALES: Cindy Anderson
SALES SITE ADDRESS: 38600 Proctor Blvd

**Sandy OR 97055** 

SALES SITE FIRE AUTHORITY: Fire Marshal Gary Boyles

**SANDY RFPD #72** 

LOCATION AT SALES SITE: Outside

YEAR IN WHICH THIS RETAIL SALES PERMIT IS VALID.

TYPE AND SIZE: Tent 30' x 30'
STORAGE SITE ADDRESS: 18690 Autumn Way
Sandy, OR 97055

STORAGE TYPE: U-Detached

STORAGE SITE FIRE AUTHORITY: Fire Marshal Gary Boyles

**SANDY RFPD #72** 

WHOLESALER(S): Ingram Enterprises

Western Fireworks Inc

**Jakes Fireworks** 

**Discount Fireworks Superstore, Inc** 

Winco Fireworks Utah LLC

This agreement made an entered into this 4 day of March 2022 by and between Cindy Anderson/Big Bang Fireworks of Oregon and hereinafter referred to as Lessee and Ant Farm/Two Foxes Singing hereinafter referred to as Lessor for the express purpose of allowing the retail sales of Fire Marshal approved fireworks at the following location (The "Property"):

STREET ADDRESS	38600 Pro	octor	Blud	
CITY,STATE,ZIP CODE	Sandy,	OR	97055	

Lessor represent that the Property described herein is owned and or controlled by Lessor and further agree to grant Lessee the exclusive right to use said Property for the retail sale of fireworks from June 20 2022- JULY 5 2022

## in return, Lessee agrees to the following terms and conditions:

- pay to Lessor rent in the amount of \$1,000 dollars which is payable in full on or before June
- Lessee shall pay for any and all utilities used on or for the Property during the term agreed upon herein Lessee agrees to have there own generator to supply there power for there Fireworks Operation.
- 3. Lessee agrees to indemnify,hold harmless, and defend Lessor,its officers, directors, employees and agents from and against, and reimburse Lessor with respect to any and all losses,costs, expenses,damages, or liabilities (including reasonable attorney fees) incurred or threatened to be incurred by Lessor by reason of or arising out of or in connection with the Lease, or any other claim based upon the subject matter of this lease or Lessee's conduct relating to the Property.

Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of Lessee's employees, contractors, invitees, customers, or any other person in or about the Property, whether such damage or injury caused by, or results from fire, steam electricity, gas water, or rain, or other breakage, leakage, obstruction, or other defects of pipes, firesprinklers, wires appliances, plumbing, airconditioning or light fixtures, or from any other cause, whether the said injury or damage results conditions arising upon the Property and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Lessor shall not be liable for any damage arising from any act of negligence of Lessee or any of its agents, employees, officers, or directors. notwithstanding Lessors negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or any loss of income or profit there from.

4. Lessee during the entire term of this Lease, shall, at Lessee's sole cost and expense, maintain Comprehensive General Liability insurance. The Limitation of liability of such insurance shall be not less than. One Million Dollars (\$1,000,000) for bodily injury to one person with an aggregate bodily injury limit of Two Million Dollars (\$2,000,000) and One Million Dollars (1,000,000) for property damage. It is the responsibility of the Lessee to investigate and require that any vendor or subcontractor visiting the property at the

invitation of the Lessee to also carry this same coverage and these same limits. All policies shall be underwritten by responsible insurance companies and shall cover all risks arising directly or indirectly out of Lessee's activities on or any other condition of the property. All such policies of insurance shall name Lessor as an additional named insured Lessee shall upon signature of Lease by Lessee and prior to execution of Lease by Lessor, deliver to Lessor certificates of Insurance evidencing the instatement of insurance. In addition, Lessee shall deliver to Lessor certificate of insurance evidencing the periodic renewal of such insurance Lessee's failure to obtain or maintain insurance for the Property shall be considered a breach of this Lease.

- 5. Lessee shall pay any and all costs involved in erection, maintenance and the operation of Lessee's business on the Property and shall guarantee that the Property will be returned to its original condition.
- Guarantee performance with ail local and State law and regulations including obtaining all
  necessary permits and leases required by law and posting with the local authority and
  performance bonds which might be required.
- 7. This agreement is subject to cancellation in the event of construction on the Property by Lessor or by Lessor's sale of the Property, either of which would prevent Lessee from conducting Lessee's business at the property.

By our signature below we acknowledge and agree to all the above terms and conditions.

Lessor: ANT FARM/TWO FOXES SINGING 39140 Proctor Blvd	a di
Sandy, OR 97055	3/8/2002
	Dated ·
print 1 Foxes Singing	

Lessee: CINDY ANDERSON/BIG BANG FIREWORKS

18690 Autumn Way Sandy, OR 97055 (971)322-4105

Dated .



Registered Application Number	Certifica	tenffame A  Issued By  Central Tent Santa Cistita, CA	1	tante  Date of Manufacture:  0/23/08
4 1 9 . 0 1	tify that the materia	ls described have been flan	ne retardar	nt treated (or are inherent
onflammabl			2204 N. Cla	irk Ave.
Corvalik	Production	ADDRESS	OR	2 1 P 97227
Certi he articles dea y the State of	fication is he scribed on this certificate California Fire Marshal.	reby made that: thave been treated with a flame-re The article meets the NFPA-701 F		c or material registered and apparent standard.
Certi he articles der y the State of Trade no	fication is her scribed on this certificate California Fire Marshal. arms of flame-resistant fall The Flame R	thave been treated with a flame-re. The article meets the NFPA-701 Fibric or snaterial used: Lam-Tex Restardant Process Used will not but this, Vinyl, 13oz Translucent	g. <u>F419.01</u>	by Washing.
Certi he articles der y the State of Trade no	fication is her scribed on this certificate California Fire Marshal. ama of flame-resistant fal The Flame Ro weight of canvas / vinyl:	thave been treated with a flame-re. The article meets the NFPA-701 Fibric or snaterial used: Lam-Tex Restardant Process Used will not but this, Vinyl, 13oz Translucent	g. <u>F419.01</u>	
Certi he articles der y the State of Trade no	fication is herescribed on this certificate California Fire Marshal.  The Flame Roweight of cenves / vinyl: Wingle 1300	have been treated with a flame-re. The article meets the NFPA-701 F bric or snaterial used: Lam-Tex Resetardant Process Used will not builtie, Vinyl, 13oz Translucent.  Translucent	g. <u>F419.01</u>	by Washing.
Certi he articles der y the State of Trade no	fication is her scribed on this certificate California Fire Marshal. ama of flame-resistant fal The Flame Ro weight of canvas / vinyl:	thave been treated with a flame-re. The article meets the NFPA-701 Fibric or snaterial used: Lam-Tex Restardant Process Used will not be will, vinyl, 13oz Translucent.  Translucent  Translucent  Translucent	g. <u>F419.01</u>	by Washing.



### CERTIFICATE OF LIABILITY INSURANCE

DATE	(MMZDDZYYYY)
3	V8/2022

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(les) 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).

certificate holder in lieu of such endorsement(s).								
PRODUCER	C	CONTACT NAME;						
Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30	Ī	PHONE (A/C, No, Ext); 216-658-7100 FAX (A/C, No); 216-65				216-658	-7101	
1375 East 9th Street				ongaliagher.c	om			
Cleveland OH 44114			INS	URER(S) AFFOR	DING COVERAGE			NAIC#
	ti	INSURER A :	Everest I	ndemnity Ins	urance Co.			10851
เพรมตะอ Ingram Enterprises, Inc. dba Fireworks Over America								
3010 North Ingram Drive	1	INSURER D :						
Springfield MÖ 65803	Į,	INSURER E :						
	1	INSURER F :						
COVERAGES CERTIFICATE NUMBER: 67	9746871				REVISION NUM	/IBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCEXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN	CONDITION OF	OF ANY CO	NTRACT POLICIE:	OR OTHER DESCRIBED	OCUMENT WITH	RESPE	T TO W	HICH THIS
NSR TYPE OF INSURANCE INSR WYD POLICY	Y NUMBER	POL (MM/	SCY EFF	POLICY EXP		LIMIT	s	
A GENERAL LIABILITY SI8GL00655-211			31/2021	10/1/2022	EACH OCCURRENC	DE :	\$ 1,000,0	00
X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENT PREMISES (Es oco.	ED	D	
CLAIMS-MADE X OCCUR					MED EXP (Any one		\$	
X \$2500 Deductible					PERSONAL & ADV	DV INJURY \$ 1,000,000		00
		1			GENERAL AGGREC		\$ 2,000,0	00
GEN'L AGGREGATE LIMIT APPLIES PER:		1			PRODUCTS - COM	P/OP AGG	\$ 2,000.0	00
X POLICY PRO X LOC					COMBINED SINGLE	LIMIT	\$	
AUTOMOBILE LIABILITY					(Ea accident)		S	
ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (P		\$	
AUTOS AUTOS NON-OWNED		İ			BODILY INJURY (PO			
HIRED AUTOS AUTOS		1			PROPERTY DAMAG (Per accident)		\$	
UMBRELLA LÍAB COCCUR							\$	
		}			EACH OCCURREN	CE	5	
EXCESS LIAB CLAIMS-MADE					AGGREGATE		\$	
DED RETENTIONS WORKERS COMPENSATION					WC STATU	OTH-	\$	
AND EMPLOYERS LIABILITY V/N					WC STATU- TORY LIMITS			
ANY PROPRIETOR/PARTNER/EXECUTIVE N/A					E.L. EACH ACCIDE		S	
(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA			
DESCRIPTION OF OPERATIONS DELOW					E.L. DISEASE - POI	LICY LIMIT	1 \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Insured extension of coverage is provided by above refere Stand Owner, Property Owner and Others listed below are named at Property Owner: Leather's Enterprises, Inc. Additional Insured: Ant Farm & Big Bang Fireworks; Cindy Anderson Location: 38636 Proctor Blvd Sandy, OR. 97055 Operating Dates: June 15, 2021 thru July 15, 2021	enced General additional insu	al Liability			by written agree	ment.		
CERTIFICATE HOLDER		CANCEL	LATION					
Big Bang Fireworks Cindy Anderson		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
18690 SE Autumn Way Sandy OR 97055			AUTHORIZED REPRESENTATIVE					

Pioneer roctor Blvd Big Apple 38600 froctor Blva Generator UNG COLAJA