



Kelowna

Fire Department

File No. 1920-51

SCHEDULE "C"

APPLICATION FOR FIREWORKS PERMIT

1. Applicant must be the person setting off the Fireworks.
2. Application must be submitted to the Fire Chief, City of Kelowna Fire Department, 2255 Enterprise Way, Kelowna, B.C., V1Y 8B8 14 days prior to the event date.
3. A completed Checklist for Fireworks in the form of Schedule "D" must be attached to this application.
4. A signed "Applicant Save Harmless Agreement" in the form of Schedule "E" must be attached to this application.
5. If the Fireworks are not on property owned by the Applicant, written approval from the Owner of the property in the form of Schedule "F" must be attached to this application.
6. If applicable, a signed "Sponsoring Organization Save Harmless Agreement" in the form of Schedule "G" from the sponsoring organization must be attached to this application.

Application No. _____

Name of Applicant _____

Mailing Address _____

Postal Code _____ Tel. _____ Fax. _____

I hereby make application to purchase fireworks on behalf of myself (X) _____ or

Sponsoring Organization: _____

Address of Fireworks: _____

Location of Fireworks at Address: _____

Owner of Property on which Fireworks will take place: _____

Date and Time of Fireworks: _____

Date of Delivery of Fireworks: _____ Completion Date: _____

Name of Special Event or Festival: _____

I certify that I have completed a course for Fireworks Supervisors, or for Pyrotechnics Certification, have read, understand and will be guided by the principles and safety rules in the Fireworks Manuals and that I will fulfil my legal duty of care as defined therein, and by the specified instructions of the manufacturer governing a particular fireworks, and further that I will comply with all requirement of the City of Kelowna Life Safety Bylaw No. 10760.



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Signature of Applicant _____ Date: _____

Fireworks Supervisors Card No. _____ Level: _____ Exp. Date: _____

Pyrotechnics Certification Card No. _____ Exp. Date: _____

Level of Certification _____

NOTE: SCHEDULES “D”, “E”, “F” (if applicable), and “F” (if applicable) MUST BE COMPLETED AND ATTACHED TO THIS APPLICATION.

APPLICANT WILL BE REQUIRED TO PROVIDE INSURANCE IN ACCORDANCE WITH SCHEDULE “I” AND WILL BE REQUIRED TO PROVIDE EVIDENCE OF SUCH INSURANCE AS PER SCHEDULE “I-1” PRIOR TO RECEIVING THE PERMIT UNDER THIS BYLAW

NOTE: Personal information collected on this form is collected for the purpose of processing this application and for administration and enforcement of the Fire & Life Safety Bylaw No. 10760. The information is collected under the authority of Freedom of Information Bylaw No. 7603 and the *Local Government Act*. If you have any questions about this collection, please contact the Fire Chief, City of Kelowna, (250) 469-8801.



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SCHEDULE "D"

CHECKLIST FOR FIREWORKS

VENUE OF THE DISPLAY: _____

DISPLAYER'S NAME: _____

DATE AND TIME OF DISPLAY(S): _____

This checklist forms part of the Permit process for Fireworks. It must be fully completed by the Applicant and returned to the City of Kelowna Fire Department prior to the issuance of a Permit for the Fireworks.

1. Written permission from the Owner of the venue where the Fireworks are to be used.
2. A site diagram showing the location of all Fireworks to be used.
3. A complete description of all products to be used, including charge size, effects and manufacturer's name.
4. A description of the firing system to be used.
5. A description of the Fire Safety Plan in place.
6. The position of all fire extinguishers in relation to the Fireworks. This shall be included on the site plan.
7. The distance from the Fireworks to audiences and/or stage.
8. Where, and in what fashion, will the fireworks be stored while within City limits.
9. Upon request by the City of Kelowna Fire Department, a demonstration of the product(s) to be used may be required.
10. Upon request by the City of Kelowna Fire Department, references from previous Fireworks may be required.

SIGNATURE OF FIREWORKS APPLICANT: _____

COMPANY NAME: _____

DATE: _____



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SCHEDULE "E"

APPLICANT SAVE HARMLESS AGREEMENT

I, _____, being the Applicant for the Fireworks Permit, agree to the following:

The Applicant shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Fireworks Permit, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.

The Applicant shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this Fireworks Permit, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

SIGNATURE OF APPLICANT: _____

DATE: _____



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SCHEDULE "F"

OWNER/OWNERS SAVE HARMLESS AGREEMENT

(To be signed by the Owner/Owners of the property on which the Fireworks is to take place.)

I/We, _____, being the Owner/Owners of _____, consent to the holding of Fireworks on the property described herein and to be held at, in, or near the above described property in conjunction with:

_____ on _____, 20____,
(Name of Special Event or Festival)

pursuant to City of Kelowna Fireworks Bylaw and agree to:

The Owner/Owners shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Fireworks Permit, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.

The Owner/Owners shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this Fireworks Permit, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

SIGNATURE OF OWNER(S): _____

SIGNATURE OF OWNER(S): _____

DATE: _____

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SCHEDULE "G"

SPONSORING ORGANIZATION SAVE HARMLESS AGREEMENT

(To be signed by the Sponsoring Organization of the Fireworks Permit)

_____ hereby agrees that:

- A) It is the Sponsoring Organization of the Fireworks Permit and
- B) The Sponsoring Organization shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Fireworks Permit, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities and
- C) The Sponsoring Organization shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this Fireworks Permit, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

IN CONNECTION WITH _____
(Name of Special Event or Festival)

HELD AT OR NEAR _____,
KELOWNA, B.C. ON _____, 20____, PURSUANT TO
CITY OF KELOWNA FIRE & LIFE SAFETY BYLAW NO. 10760.

AUTHORIZED SIGNATURE OF SPONSORING ORGANIZATION

Date: _____

PRINT NAME



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SCHEDULE "H"

PERMIT

Date: _____

Pursuant to Fire & Life Safety Bylaw No. 10760

PERMISSION IS HEREBY GRANTED TO _____

of _____ on behalf of

(Name of Sponsoring Organization)

to set off Fireworks as per Application No. _____ and in connection with _____
_____ to be held at _____
on the ____ day of _____, 20__ between the hours of _____ and _____.

AND TO USE AND EXPLODE the aforesaid Fireworks on the date and between the hours above mentioned, and under the direct supervision of _____.

The Permit shall be valid from _____ to _____.

This Permit shall be valid only for the above noted purpose, and during or on the date(s) and during the hours herein specified, and is issued under authority of Fire & Life Safety Bylaw No. 10760 and shall be subject to the Explosives Act, 1985, as amended, and Explosives Regulations made there under, and may be cancelled at any time by the Fire Chief of the City of Kelowna without prior notice.

Fire Chief, City of Kelowna



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SCHEDULE "I"

INSURANCE REQUIREMENTS

1. Applicant To Provide

The Applicant shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 2 of this schedule, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Fireworks Permit, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from the commencement date of the Fireworks Permit until expiry of the Fireworks Permit or such longer period as may be specified by the City.

2. Insurance

As a minimum, the Applicant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

2.1 Workers' Compensation Insurance covering all employees of Applicant engaged in the Work or Services in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.

2.2 Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence or accident;
- (ii) providing for all sums which the Applicant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Fireworks Permit or any operations carried on in connection with the Fireworks Permit;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
- (iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

3. The City Named As Additional Insured

The policy required by section 2.2 of this schedule above shall provide that the City is named as an Additional Insured there under and that said policy is primary without any right of contribution from any insurance otherwise maintained by the City.



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4. **Certificates of Insurance**

The Applicant agrees to submit a Certificate of Insurance, in the form of Schedule I-1, attached hereto and made a part hereof, to the Risk Management Department of the City prior to the commencement date of the Fireworks Permit. The Certificate shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellations of any such policy or policies.

5. **Additional Insurance**

The Applicant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

6. **Insurance Companies**

All insurance, which the Applicant is required to obtain with respect to the Fireworks Permit, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

7. **Failure to Provide**

If the Applicant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Applicant. The Applicant expressly authorizes the City to deduct from any monies owing the Applicant, any monies owing by the Applicant to the City

8. **Non-payment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Applicant shall not be held to waive or release the Applicant from any of the provisions of the Insurance Requirements or the Fireworks Permit, with respect to the liability of the Applicant otherwise. Any insurance deductible maintained by the Applicant under any of the insurance policies is solely for its account and any such amount incurred by the City will be recovered from the Applicant as stated in section 7 of this schedule.



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APPENDIX A-1
CERTIFICATE OF INSURANCE

City staff to complete prior to circulation

City Dept.: _____
Dept. Contact: _____
Project/Contract/Event: _____

Insured

Name: _____
Address: _____

Broker

Name: _____
Address: _____

Location and nature of operation and/or contract reference to which this Certificate applies:

▶ <i>Type of Insurance</i>	Company & Policy Number	Policy Dates		▶ Limits of Liability/Amounts
		▶ <i>Effe ctiv e</i>	▶ <i>Expi ry</i>	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name

Title

Company (Insurer or Broker)

Signature of Authorized Signatory

Date



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It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. **Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.**
2. **The City of Kelowna is named as an Additional Insured.**
3. **30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.**

Print Name

Authorized

Date