



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
9.01	Outdoor Fireworks Display Permit	06/01/15

PURPOSE

To establish guidelines and a permitting process for outdoor fireworks displays within the County.

REFERENCE

NFPA 1123 & 1124
Florida Fire Prevention Code

POLICY

Requirements for Outdoor Fireworks Displays

1. Display Operators must be at least 21 years of age, Assistances at least 18 Years of age
2. Operators must have documentation of experience as an operator or assistant and /or certification of a Display Operators Course.
3. A certificate of insurance for \$1,000,000 and list the Count as "Additional Insured".
4. A copy of license from the Department of Treasury – Bureau of Alcohol, Tobacco and Firearms – (License/Permit (18 U.S.C. Chapter 40 Explosives)
5. All Fireworks Displays shall conform to the Florida Fire Prevention Code, NFPA 1123& 1124 and any Federal, State, and Local Ordinances.
6. Completion of application with all required documentation must be submitted to Taylor County Fire Rescue no less than fifteen (15) business day prior to the requested event.

RESPONSIBLE DEPARTMENT

Taylor County Fire Rescue

Revision Date(s): 00/00/00 (Use this format)

Taylor County Outdoor Fireworks Display

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Application for Outdoor Fireworks Display

Display Sponsor

Name: _____
Address: _____
Email: _____
Phone Number: _____

Display Operator

Name: _____
Address: _____
Email: _____
Phone Number: _____

Attached proof of license, experience and/or certification, proof of age shall be provided with application.

Display Assistant

Name: _____
Address: _____
Email: _____
Phone Number: _____

Attached proof of license, experience and/or certification, proof of age shall be provided with application.

Display Assistant

Name: _____
Address: _____
Email: _____
Phone Number: _____

Attached proof of license, experience and/or certification, proof of age shall be provided with application.

Ignition source to be used: _____

Date of Display _____ Hours of Discharge Start: _____ End: _____

Alternate Date if delayed

Date of Display _____ Hours of Discharge Start: _____ End: _____

Exact Location of Event: _____

Onsite Fire Safety Precautions: _____

As required by NFPA 1123 a detailed site plan shall be included showing distance (in feet) of the display site, spectator viewing areas, parking areas, nearest buildings, roads, utilities, and the fall out area with associated separation distances. Storage area must be indicated on site plan. Site plan shall be attached as a separate page.

Proof of general liability insurance for a pyrotechnic display in the amount not less than \$1,000,000 per event shall be submitted with the application.

Inventory of devices on site for the event.

Type	Size	Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that I have read and completed this application packet and that all information contained therein is true and correct to the best of my knowledge. I agree to comply with a Federal, State and County laws. I am authorized be the sponsoring organization named herein to act as it's agent for the herein described activity.

Signature _____ Date _____

Notary Seal

Notary Signature _____ Date _____

Notary Name printed

Official Use Only: Received By: _____

Date: _____

Authorization for an Outdoor Fireworks Display

Permission is hereby granted to _____ to conduct a fireworks display on _____ between the hours of _____ and _____ at the location of _____.

This authorization is granted under the following conditions;

- If the event is delayed to the alternate date the requester is required to contact Taylor County Fire Rescue to receive authorization for the alternate date.
- The event will be conducted as described in the parameters described in the application for the event.
- The event may be subject to a site inspection and authorization may be revoked for reason of failure to comply with the application, laws, and/or safety concerns.

This authorization does not grant or authorize any road closures and/or permit access onto land not owned by the requester or his/her representative.

I as an authorized representative of Taylor County Board of County Commissioners, Department of Taylor County Fire Rescue grant permission to an outdoor fireworks as described above.

Dan Cassel
Fire Chief – Taylor County Fire Rescue

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the ____ day of _____, 2015, by _____ and _____ between _____ and TAYLOR COUNTY, FLORIDA, with an address at 202 East Green Street, Perry, Florida 32347.

W I T N E S S E T H:

WHEREAS, _____, desires to put on a fireworks display on _____, 2015 and

WHEREAS, _____, has applied for a permit to do so from Taylor County, Florida.

NOW THEREFORE, for and in consideration of the mutual promises made herein, the Parties agree as follows:

SECTION 1. SCOPE OF AGREEMENT

- A. As _____ consideration _____ for _____ the _____ permit, _____, has provided a copy of the Contract for Fireworks Display, a copy is attached hereto and marked Exhibit "A".
- B. In addition, _____, agrees to the following:
 - 1. _____, agrees to indemnify and hold harmless Taylor County, Florida, from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses including reasonable attorney's fees for injury to or death of any person, and for damage to or destruction of any property resulting from the negligent acts of _____, or any employee, agent, contractor, or subcontractor, or anyone directly or indirectly employed by or through them, or anyone for whose acts they may be liable.

SECTION 2. TERM

The term of this Agreement shall be the term of the permit for _____, 2015.

SECTION 3. GOVERNING LAW & VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation shall be exclusively in Taylor County, Florida.

SECTION 4. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TAYLOR COUNTY, FLORIDA

BY: _____

BY: _____

Printed Name:

Printed Name:

Title: Chairperson