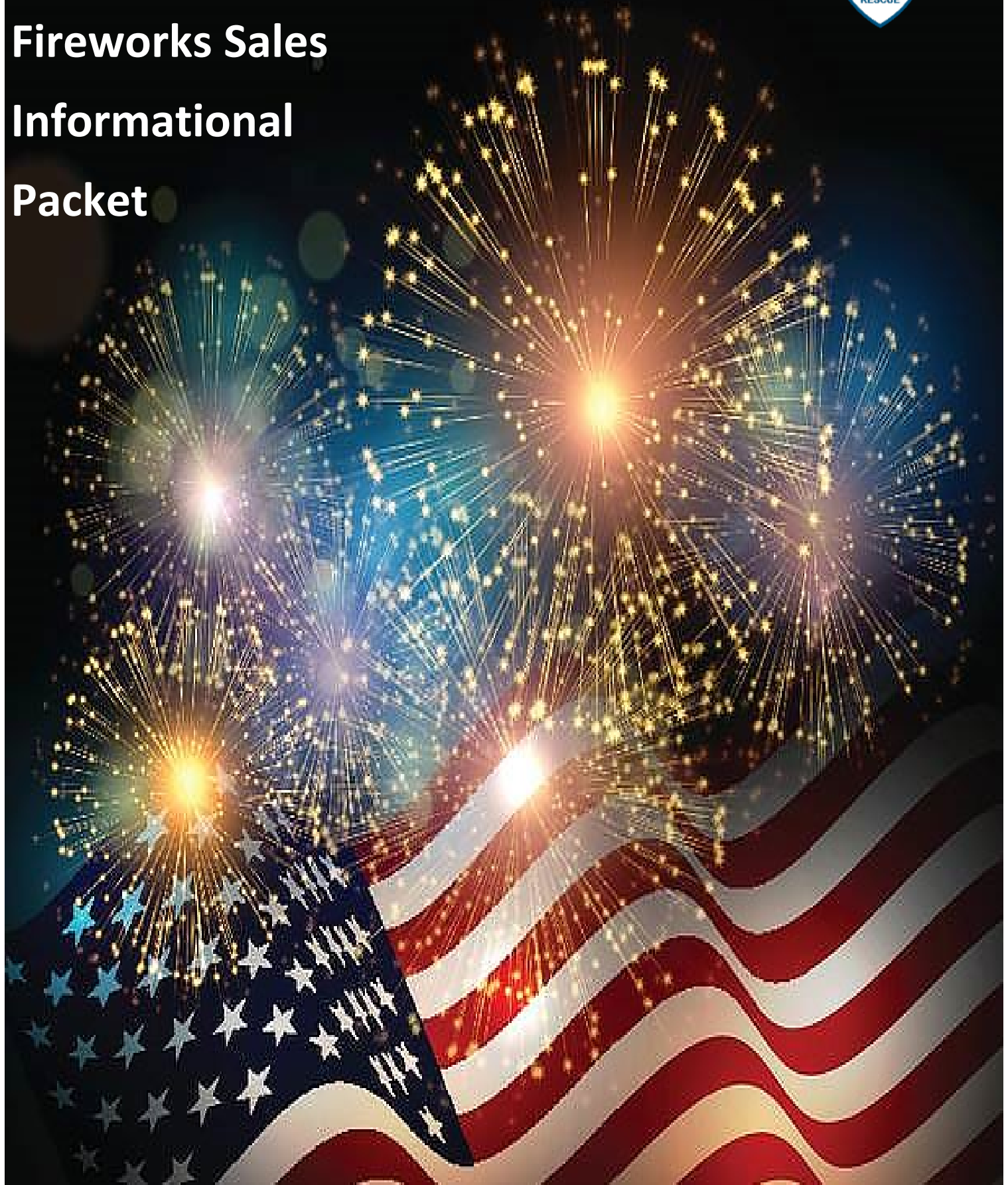


**2024 City of Merced
Fireworks Sales
Informational
Packet**





MERCED FIRE DEPARTMENT – FIREWORKS CHECKLIST

99 E. 16th St., Merced, CA 95340



Questions? Call Fire Marshal Manuel Abeyta at (209) 564-0602.

ORGANIZATION: _____ DATE: _____

STAND LOCATION: _____

APPOINTMENT DATE: _____ TIME: _____

	FIREWORKS FORMS		<input checked="" type="checkbox"/>
1.	FIREWORKS APPLICATION - Please complete all sections and sign. Include e-mail address. Submit to: City of Merced Fire Department – 99 E. 16 th Street; Merced, CA 95340	Submitted	<input type="checkbox"/>
2.	\$260.00 FOR NON-REFUNDABLE FIREWORKS APPLICATION FEE - Submit a check or money order payable to the "City of Merced" for the non-refundable fireworks application fee by May 1, 2024 at 5:00 p.m.	Submitted	<input type="checkbox"/>
3.	LETTER OF APPROVAL TO OPERATE FIREWORKS STAND - Submit letter of approval to operate fireworks stand from the Fire Department. to City of Merced Fire Department – 99 E. 16 th Street, Merced, CA 95340	Submitted	<input type="checkbox"/>
4.	CERTIFICATE OF INSURANCE - You must submit a certificate of insurance which shall be at least as broad as Insurance Services Office (ISO) Form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations, with an endorsement naming the City of Merced and its officers, officials, employees, agents and volunteers as additional insured. See "Fire Prevention Guideline 27" for additional requirements. Deliver to City of Merced Fire Department – 99 E. 16 th Street, Merced, CA 95340	Submitted	<input type="checkbox"/>
5.	PROPERTY OWNER APPROVAL (Sales Booth) - This form needs to be signed by the property owner, or his/her legal agent, giving permission to the organization to erect and maintain a fireworks stand on the property. Deliver to City of Merced Fire Department – 99 E 16 th Street, Merced	Submitted	<input type="checkbox"/>
6.	PROPERTY OWNER APPROVAL (Storage) - This form needs to be signed by the property owner, or his/her legal agent, giving permission to the organization to erect and maintain a fireworks storage unit on the property. Deliver to City of Merced Fire Department – 99 E 16 th Street, Merced, CA 95340	Submitted	<input type="checkbox"/>
7.	TEMPORARY SELLER'S PERMIT - Submit valid seller's permit issued by the State of California. If you do not have a seller's permit you must apply for one through the California State Board of Equalization. You can either register on-line at http://www.cdfta.ca.gov/services/#Register-Renewals or in person at a field office. For further information and a list of field offices please call the California Department of Tax and Fee Administration toll free at 1-800-400-7115 or visit their web site https://www.cdfta.ca.gov/taxes-and-fees/faqseller.htm . Your fireworks distributor may provide assistance with this process, check with your distributor for further information. Submit copy of valid seller's permit issued by the State of California for the fireworks booth location. Deliver to City of Merced Fire Department – 99 E. 16 th Street, Merced, CA 95340	Submitted	<input type="checkbox"/>
8.	COPY OF CURRENT RETAIL FIREWORKS LICENSE FROM THE STATE FIRE MARSHAL - Submit a copy of the current Retail Fireworks License Application to include the CAL Fire Validation No. Deliver to City of Merced Fire Department – 99 E 16 th Street, Merced, CA 95340	Submitted	<input type="checkbox"/>
9.	SITE MAP - A dimensioned site map of the sales and/or storage booth indicating: Locations of any adjacent property lines, buildings, streets, sidewalks or other public ways; Distance in feet to any adjacent streets or property lines; Distance in feet to the nearest buildings; Distance in feet to the nearest location where flammable liquids (gasoline, propane, et.) are stored or used; NO PARKING is allowed within 25 feet of the storage container and/or booth. Must indicate on the site map how the no parking area will be secured against traffic; Location of tents, fans, bounce houses, slides, barbecue grills, generators, etc. and distances from fireworks booth and storage container. Showing the location of your stand in relation to any other structures, streets, and right of ways on the property. Deliver to City of Merced Fire Department – 99 E 16 th Street, Merced, CA 95340	Submitted	<input type="checkbox"/>
10.	FULLY EXECUTED HOLD HARMLESS AGREEMENT - Submit a fully executed Hold Harmless Agreement with wet signatures. Deliver to City of Merced Fire Department – 99 E. 16 th Street, Merced, CA 95340	Submitted	<input type="checkbox"/>
11.	\$240.00 FOR PERMIT INSPECTION FEE - Submit a check or money order payable to the "City of Merced" for the non-refundable Permit Inspection Fee.	Submitted	<input type="checkbox"/>
12.	FIRE DEPARTMENT CALLS FIREWORK'S OPERATOR OF APPROVAL AND APPOINTMENT TIME		<input type="checkbox"/>

MANDATORY OPERATORS SAFETY MEETING

June 11 or June 12, 2024 at 6:00 p.m.

Merced Fire Department

99 E. 16th Street

Training Room

NOTE: Organizations failure to attend will result in revocation of permit to sell fireworks for this calendar year. There will be no refund of fees if you fail to send a representative to the safety seminar.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
DATE CERTIFICATE PRODUCED

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 have ADDITIONAL INSURED provisions or 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 "PERMITTEE'S INSURANCE BROKER" NAME CITY, STATE ZIP CODE PHONE NUMBER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED "NAME OF PERMITTEE" NAME CITY, STATE ZIP CODE	INSURER A:	ABC INSURANCE COMPANY
	INSURER B:	BEST INSURANCE COMPANY
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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
X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			1223456789	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Merced and its officers, officials, employees, agents and volunteers are named as additional insureds. Applicant's and Wholesaler/Retailer's insurance shall be primary as respects to the City and its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City and its officers, officials, employees, agents and volunteers shall be excess of the Applicant's and Wholesaler/Retailer's insurance and not contribute with it.

Include the dates of operations and the address/location of the fireworks booth and storage.

CITY OF MERCED Fire Department 678 W. 18th St. Merced, CA 95340	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 Broker's Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Merced and its officers, officials, employees, agents and volunteers 678 W. 18th Street Merced, CA 95340
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER

[Empty box for permit number]

EFFECTIVE DATE:

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

SAMPLE

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
 FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
 Office of the State Fire Marshal
 PO Box 944246, Sacramento, CA
 94244-2460
 (916) 568-2948

LICENSEE INFORMATION

Name (Last, First):	Phone Number:
Mailing Address (Street Address, City, CA, Zip):	
Local Contact Person and Phone Number (if different from licensee above):	

STAND INFORMATION

Group Name:
Physical Address (Street Address, City, CA, Zip):
County of Stand Location:

WHOLE SALE FIREWORKS PROGRAM INFORMATION

Business Name:	License No.:
Contact Name:	Phone Number:

FIRE AUTHORITY HAVING JURISDICTION

Fire Department:
Physical Address (Street Address, City, CA, Zip):

CAL Fire Validation No.
Valid Through

 Signature of Fireworks Program Coordinator Signature of Licensee Date

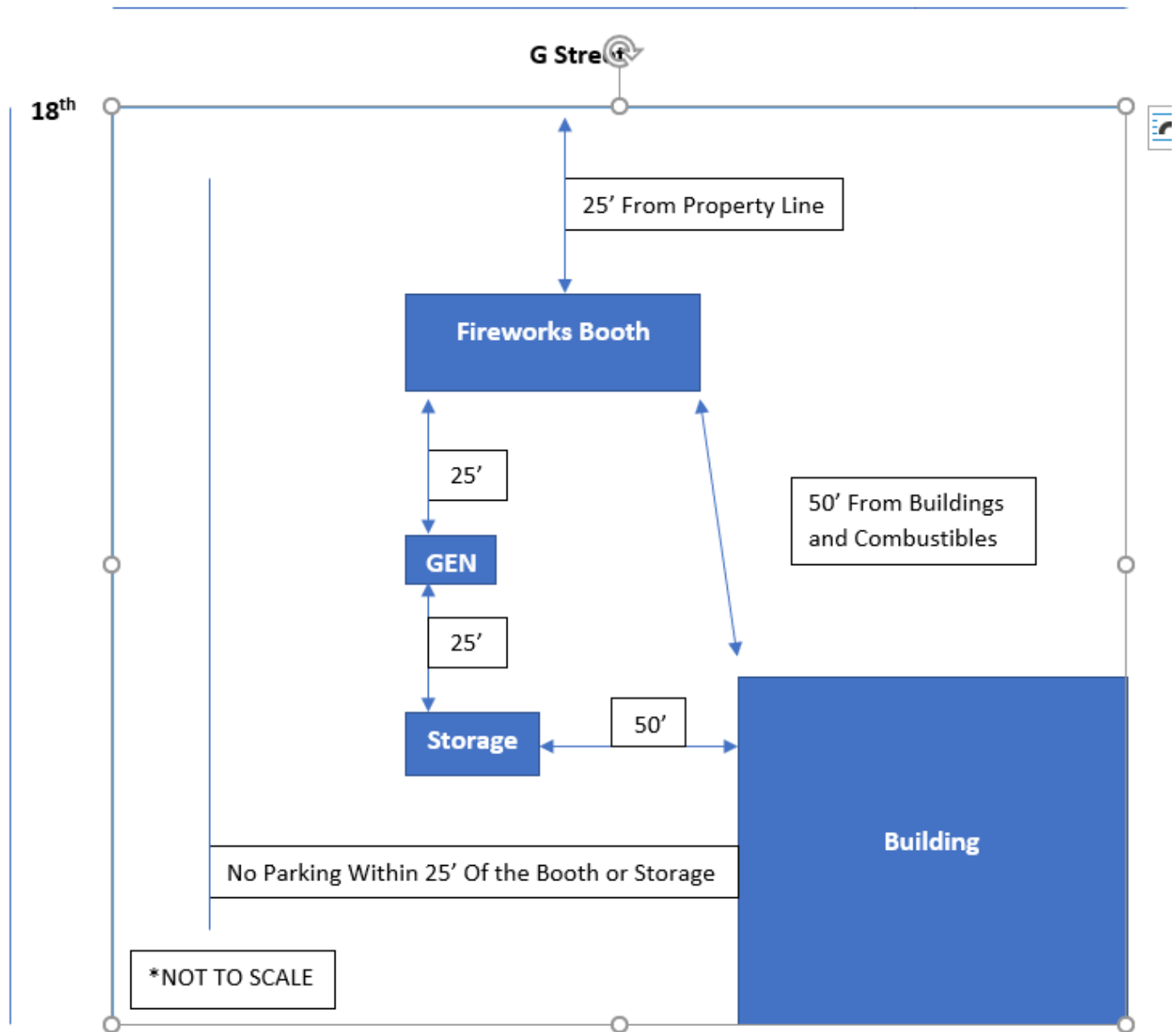
-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

Sample Site Plan

1800 G Street



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration for the issuance of a Permit for the sale, storage and/or display of Safe and Sane fireworks, and to the furthest extent followed by law, Applicant and Wholesaler/Retailer do hereby agree to indemnify, hold harmless and defend the City of Merced and each of its officers, officials, employees, agents and volunteers (hereinafter referred to as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, Wholesaler/Retailer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the issuance or use of the Permit. Applicant's and Wholesaler's/Retailer's obligations under the preceding sentence shall apply regardless of whether City is negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City.

Throughout the life of this Agreement, Applicant and Wholesaler/Retailer shall pay for and maintain in full force and effect all insurance as required, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

Applicant and Wholesaler/Retailer shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Applicant and Wholesaler/Retailer shall not be deemed to release or diminish the liability of Applicant and Wholesaler/Retailer, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Applicant and Wholesaler/Retailer. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant and Wholesaler/Retailer. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, Wholesaler/Retailer and each of their officers, officials, employees, agents, volunteers, distributors, contractors, subcontractors, vendors or invitees.

Applicant and Wholesaler/Retailer shall furnish City with copies of the actual policies upon the request of City's Risk Manager or his/her designee and this requirement shall survive the expiration or termination of this Permit.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of this Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City, Applicant and Wholesaler/Retailers; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Applicant, Wholesaler/Retailer or his/her/its authorized signatory.

Signed, sealed and delivered this _____ day of _____, 2024.

Witness Signature (Fireworks Vendor)

Applicant Signature (Organization)

Witness Signature (Organization)

Wholesaler/Retailer Signature (Fireworks Vendor)