



# CITY OF MARATHON FIRE RESCUE

## OFFICE OF THE FIRE MARSHAL



8900 Overseas Hwy.  
Marathon, FL 33050

"Dedicated to Community Fire Protection"

**Emergency 911**    Office 305-289-8938    Fax 305-289-9834

### Fireworks Permit Application

*Application shall be submitted to city of marathon fire rescue office no less than 30 days prior to the event date per Florida state law.*

Date of Application: \_\_\_\_\_

Responsible Organization <b>(Party Holding the Event)</b>	Fireworks Event Staging Company (If Applicable)
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Business Name: _____	Business Name: _____
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Contact Name: _____	Contact Name: _____
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Address: _____	Address: _____
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Phone: _____	Phone: _____
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Fax: _____	Fax: _____
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***(Both Parties Must Be Named On Insurance Document)***

Date of Display: _____	Time: _____
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Approximate Duration Of Display: \_\_\_\_\_

Distance From Nearest Building: \_\_\_\_\_

Name of Area Fire Department: \_\_\_\_\_

Location of Property And Location Of Display: \_\_\_\_\_

***(ATTACH SITE MAP TO INCLUDE LAUNCH LOCATION OF DISPLAY\*)***

***\*A diagram of the grounds on which the display is to be held, showing the point at which the fireworks are to be launched, the location of all buildings, highways, the line behind which the audience will be restrained, and the location of nearby trees, telephone lines, and any other overhead obstructions. Included shall be the location of emergency services access. Display of fireworks from floating vessels and floating platforms shall comply with the provisions of NFPA 1123 - Chapter 6. (Site map must show the distance of nearest building, and the distance from the audience.)***

**EVIDENCE OF INSURANCE:**

**(The original Certificate of Insurance, per event, must be approved City of Marathon Fire Rescue prior to issuance of the permit. Copies are not acceptable for insurance approval.)**

1. City of Marathon must be named as a co-insured party.
2. Both the sponsoring and responsible organizations must be named as insured parties.
3. The limits of the policy shall not be less than \$500,000 per person or \$1,000,000 per incident for all claims.

### Regulations for the Display of Fireworks

(The applicant shall read and comply with the following regulations)

1. Is the location of this display of fireworks in a public park owned and maintained City of Marathon?

Check One: YES  NO

If "YES", attach a copy of the resolution or other authorization of the City of Marathon authorizing said display.

2. The number, type, and size of fireworks to be discharged. Use attachment if necessary.

**3. Site selection of fireworks displays, the transportation and ground discharge of fireworks shall conform to NFPA 1123 & NFPA 1124. (Off-shore discharge of fireworks must obtain a marine event permit issued by the U.S. Coast Guard, and shall conform to U.S.C.G. regulations, Title 46, CFR and the provisions of NFPA 1123 - Chapter 6.)** Fireworks shall not be displayed within one hundred (100) feet of a building of any sort, or where the discharge, failure to fire, faulty firing, or fallout of any fireworks or other objects would endanger persons, buildings, structures, forests, or brush, or fifty (50) feet from the nearest aboveground electric or telephone lines, tree, or other overhead obstruction. In no case shall a display be fired within one half mile of any hospital, nursing home, or nursing care center, and any other occupancy as determined by the Fire Department.

4. Spectators at a display of fireworks shall be restrained behind lines or barriers as designated by local authorities, but in no case less than two hundred (200) feet from the point at which the fireworks are to be discharged. Only authorized persons and those in actual charge of the display shall be allowed inside these lines or barriers during the unloading, preparation, or firing of fireworks.

5. All fireworks that fire a projectile shall be so set up that the projectile will go into the air as nearly as possible in a vertical direction, provided that where such fireworks are to be fired beside a lake or other large body of water, they may be directed in such a manner that the falling residue from the deflagration will fall into the said body of water.

6. Any fireworks that remain unfired after the display is concluded shall be immediately disposed of or removed in a manner safe for the particular type of fireworks. The debris from the discharged fireworks shall be properly disposed of by the operator prior to departure from the premises. The operator, upon the conclusion of the display, shall make a complete and thorough search for any unfired fireworks or pieces which have failed to fire or function, and shall dispose of the material in a safe manner. Such search shall be instituted at the earliest possible time following the conclusion of the display, but in no event later than the first period of daylight which follows the event.

**7. No fireworks display shall be held, or firing of shells must cease, when the wind velocity exceeds 20 miles per hour.**

**8. QUALIFICATIONS OF OPERATORS:** A certified, experienced, competent operator with the knowledge of NFPA 1123, "Standard Code for Outdoor Display of Fireworks", must be approved by the City of Marathon- Fire Marshal's Office. Persons or companies responsible for the display shall provide current certification of the operators employed by the company. **(Attach copies of operator certifications when utilizing free-lance operators, for approval by The Fire Marshal's Office)**

9. There shall be, at all times, no fewer than two competent, certified operators of the display constantly on duty during the discharge of the fireworks. (Please provide information requested below:)

Operator Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Operator Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**10. Spotters.** During the display, approved support personnel shall be positioned to visually observe the roofs of any structures within the fallout area. The approved support personnel shall be in communication with the shooter and the fire service assigned to the display. During the display, two-way voice communication shall be present on sites from which fireworks and other pyrotechnic materials are being discharged, with communication between each shooter, the operator, and life safety personnel.

**11.** All fireworks articles and items at places of display shall be stored in a manner and in a place secure from fire, accidental discharge and theft, and in a manner recommended by the manufacturer.

**12.** Fire protection and extinguishing equipment shall be provided as required by City of Marathon Fire Marshal's office

**13. Any fireworks display over open water must be permitted by the U.S. Coast Guard and shall conform to U.S.C.G. regulations, Title 46, CFR. Contact the U.S. Coast Guard, Group Key West, Florida at 305-292-8727, Fax # 305-292-8739 for U.S.C.G. marine event permitting information.**

**I, THE UNDERSIGNED, HEREBY CERTIFY THAT I HAVE READ THE ABOVE REGULATIONS AND SHALL COMPLY.**

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Contractor Name (Please Print)

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Date

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Contractor Signature

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Title

### Indemnification and Hold Harmless Agreement

This Indemnification and Hold Harmless Agreement (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed by \_\_\_\_\_ ("Indemnitor") in favor of The City of Marathon ("The City")

**WITNESSETH**

WHEREAS, the Indemnitor has applied to the The City for a permit to display fireworks at the following location: \_\_\_\_\_, (hereafter known as the "Property"); and

WHEREAS, as a condition of approval of the fireworks permit, the Indemnitor has agreed to provide this Indemnification and Hold Harmless to The City, including the insurance provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

1. Indemnification and Hold Harmless. Indemnitor covenants and agrees that it will indemnify, defend and hold harmless The City, its elected officials, its employees, agents, consultants, legal counsel, and volunteers from any and all claims including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities under the Fireworks Permit, including but not limited to, the use, handling or, storage, spillage, discharge, of any fireworks/explosives upon the Property including, without limitation: (i) claims of third parties (including, without limitation, individuals, companies and governmental agencies) for property damage or for bodily injuries, and (ii) any and all expenses or obligations including reasonable attorney's fees and costs (at both the trial and appellate levels), incurred at, before and after any trial or appeal therefrom whether or not taxable as costs, including, without limitation, attorney's fees and costs (both at the trial and appellate levels), witness fees costs, deposition costs, copying and telephone charges and other expenses all of which shall be paid by Indemnitor to The City on demand. Notwithstanding the foregoing, this indemnification shall not include any damages caused by the sole negligence of the The City, its elected officials, its employees, agents, consultants, legal counsel or volunteers.

2. Insurance. Indemnitor hereby represents to The City that it has obtained the required insurance naming The City as an additional insured and that the insurance contains no exclusions for explosives or fireworks. Indemnitor further represents that the Insurance Certificates delivered to The City are in full force and effect and shall not be cancelled prior to the event.

3. Survival of Terms. The hold harmless and indemnifications provided in this Agreement shall survive termination of the Fireworks Permit.

4. Release. The Indemnitor shall hold harmless and release The City and the Fire Marshal's Office from any claims for damages, including but not limited to economic, consequential or other monetary damages suffered by the Indemnitor, in the event that The Fire Marshal's Office revokes the Fireworks Permit or otherwise stops the Fireworks Display.

5. Successors or Assigns. This Agreement shall be binding on Indemnitor's successors, assigns or heirs and run in favor of Village's successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement.

INDEMNITOR:

\_\_\_\_\_  
Signature Date Signature Date

\_\_\_\_\_  
Print Name Print Name

**NOTARY STATE OF FLORIDA,  
COUNTY OF MONROE**

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known or who produced \_\_\_\_\_ for identification.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
My commission Expires: