

**WFN FIREWORKS LAW NO. 2005-12**  
**APPLICATION FOR FIREWORKS PERMIT**  
**FORM A**  
 (Section 4.2)

1. Applicant must be the person setting off the Fireworks.
2. Application must be submitted to the Fire Chief, 3651 Old Okanagan Highway, Westbank, BC.
3. A completed *Checklist For Fireworks* (Form B) must be attached to this application.
4. A signed *Applicant Save Harmless Agreement I* (Form C) 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 (Form D) must be attached to this application.
6. If applicable, a signed *Sponsoring Organization Save Harmless Agreement* (Form E) 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:** \_\_\_\_\_

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 fulfill 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 requirements of the WFN Fireworks Law No. 2005-12.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Fireworks Supervisors: Card No.:** \_\_\_\_\_ **Level:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_  
**Pyrotechnics Certification: Card No.:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_  
**Level of Certification:** \_\_\_\_\_

*Note: FORMS "B", "C", "D" (if applicable), and "E" (if applicable) MUST BE COMPLETED AND ATTACHED TO THIS APPLICATION.  
 APPLICANT WILL BE REQUIRED TO PROVIDE INSURANCE IN ACCORDANCE WITH FORM "G" AND WILL BE REQUIRED TO PROVIDE EVIDENCE OF SUCH INSURANCE AS PER FORM "H" PRIOR TO RECEIVING THE PERMIT UNDER THIS LAW.*

**NOTE:** Personal information collected on this form is collected for the purpose of processing this application and for administration and enforcement of the WFN Fireworks Law No. 2005-12. If you have any questions about this collection, please contact , the Fire Chief, 3651 Old Okanagan Highway, Westbank, BC, (250) 768-5616.

**WFN FIREWORKS LAW NO. 2005-12**

**CHECKLIST FOR FIREWORKS**

**FORM B**

**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 Westbank Fire Rescue prior to the issuance of a Permit for the Fireworks.

Check (✓)

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 Westbank Lands limits.
9.  Upon request by Westbank First Nation Emergency Services, a demonstration of the product(s) to be used may be required.
10.  Upon request by Westbank First Nation Emergency Services, references from previous Fireworks may be required.

**SIGNATURE OF FIREWORKS APPLICANT:** \_\_\_\_\_

**SPONSORING ORGANIZATION NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WFN FIREWORKS LAW NO. 2005-12**

**APPLICANT SAVE HARMLESS AGREEMENT**

**FORM C**  
(Section 4.4)

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

As Applicant, I shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by Westbank First Nation, 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.

As Applicant, I 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:** \_\_\_\_\_

**WFN FIREWORKS LAW NO. 2005-12**  
**OCCUPANT SAVE HARMLESS AGREEMENT**  
**FORM D**  
(Section 4.5)

(To be signed by the lawful Occupant of the property on which the Fireworks are to be used.)

I/WE \_\_\_\_\_, being the lawful Occupant(s)  
of \_\_\_\_\_, consent to the setting off of Fireworks on,  
at, in, or near the above described property in conjunction with:

\_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.  
Name of Special Event or Festival

pursuant to the WFN Fireworks Law No. 2005-12 and agree that:

As the lawful Occupant(s), I/we shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by Westbank First Nation, 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.

As the lawful Occupant(s), I/we 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 OCCUPANT:** \_\_\_\_\_

**SIGNATURE OF OCCUPANT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WFN FIREWORKS LAW NO. 2005-12**

**SPONSORING ORGANIZATION SAVE  
HARMLESS AGREEMENT**

**FORM E**  
(Section 4.5)

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

\_\_\_\_\_ hereby agrees that:

- A) It is the Sponsoring Organization of the Fireworks Permit.
- B) As the Sponsoring Organization, it shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by Westbank First Nation, 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.
- C) As the Sponsoring Organization, it 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** \_\_\_\_\_, , British Columbia,

**ON** \_\_\_\_\_, 20\_\_\_\_, PURSUANT TO

**WFN FIREWORKS LAW NO. 2005-12.**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE OF  
SPONSORING ORGANIZATION**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME**

**WFN FIREWORKS LAW NO. 2005-12**

**PERMIT**

**FORM F**  
(Section 4.6)

Date:

**Pursuant to WFN Fireworks Law No. 2005-12**

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 WFN Fireworks Law No.  
2005-12, and shall be subject to the *Explosives Act*, RSC 1985, E-17, as amended, and  
*Explosives Regulations* made thereunder, and may be cancelled at any time by the Fire Chief  
without prior notice.

\_\_\_\_\_  
Fire Chief,  
City of Westbank

**WFN FIREWORKS LAW NO. 2005-12**

**INSURANCE REQUIREMENTS**

**FORM G**  
(Section 4.7)

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 Form G, 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, Westbank First Nation (the "Nation") 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 Nation.

2. **Insurance**

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

- 2.1 Workers' Compensation Insurance covering all employees of the 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 Two Million Dollars (\$2,000,000.00) 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 therefrom) 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 Nation Named as Additional Insured**

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

4. **Certificate of Insurance**

The Applicant agrees to submit a Form H, *Certificate of Insurance*, in the prescribed form to the Law Enforcement Officer of the Nation prior to the commencement date of the Fireworks Permit. The Certificate shall provide that 30 days' written notice shall be given to the Law Enforcement Officer 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 Nation.

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 Nation may do all that is necessary to effect and maintain such insurance, and any monies expended by the Nation shall be repayable by and recovered from the Applicant. The Applicant expressly authorizes the Nation to deduct from any monies owing the Applicant, any monies owing by the Applicant to the Nation.

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 Nation will be recovered from the Applicant as stated in section 7 of this Form G.

**WFN FIREWORKS LAW NO. 2005-12**

**CERTIFICATE OF INSURANCE**

**FORM H**  
(Section 4.8)

**This Certificate is issued to:**

Westbank First Nation  
515 Highway 97 South  
Kelowna, BC V1Z 3J2  
Attention: Law Enforcement Officer

<b><u>Insured</u></b>	Name:
	Address:
<b><u>Broker</u></b>	Name:
	Address:

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

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Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
<b>Section 1</b> Comprehensive General Liability including: <ul style="list-style-type: none"> <li>• Products/Completed Operations;</li> <li>• Blanket Contractual;</li> <li>• Contractor's Protective;</li> <li>• Personal Injury;</li> <li>• Contingent Employer's Liability;</li> <li>• Broad Form Property Damage;</li> <li>• Non-Owned Automobile;</li> <li>• Cross Liability Clause.</li> </ul>				Bodily Injury and Property Damage  <b>\$2,000,000.00</b> Inclusive \$ _____ Aggregate \$ _____ Deductible

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 Westbank First Nation and shall be the sole responsibility of the Insured named above.
2. Westbank First Nation is named as an Additional Insured.
3. Thirty (30) days prior written notice of material change and/or cancellation will be given to Westbank First Nation.

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

\_\_\_\_\_  
Authorized

\_\_\_\_\_  
Date

