

**APPLICATION FOR FIREWORKS DISPLAY OR
PYROTECHNICS SPECIAL EFFECTS PERMIT
FIRE PREVENTION BUREAU**

*PLEASE FILL OUT ITEMS MARKED AND RETURN TO:

FIRE PREVENTION BUREAU
DES MOINES FIRE DEPARTMENT
900 MULBERRY STREET
DES MOINES, IA 50309-3614
PHONE: (515) 283-4240 OR FAX: (515) 283-4907

****APPLICATION MUST BE FILED AT LEAST FOURTEEN (14) DAYS PRIOR TO EVENT **BY DISPLAY OR SPECIAL EFFECTS COMPANY** ****

PERMIT FEE: \$75.00 (Make check payable to **City of Des Moines**)

CHECK ONE:

*FIREWORKS DISPLAY PERMIT () PYROTECHNICS SPECIAL EFFECTS MATERIALS PERMIT ()

* **NAME OF DISPLAY OR SPECIAL EFFECTS COMPANY:**

* DISPLAY OR SPECIAL EFFECTS COMPANY PHONE NUMBER:

* DISPLAY OR SPECIAL EFFECTS COMPANY ADDRESS:

* CONTACT NAME & PHONE FOR PERSON WHO WILL BE ON SITE TO OPERATE DISPLAYS:

* EVENT NAME AND ORGANIZATION NAME:

* DATE(S) AND TIME(S) OF DISPLAY OR EFFECTS:

* EVENT LOCATION:

* EVENT DIAGRAM WITH MEASUREMENTS: (ATTACH OR USE BACK OF FORM)

* DESCRIPTION OF DISPLAY OR EFFECTS (AERIAL, GROUND, SET PIECES, SIZE, QUANTITIES, ETC.):

* ATTACH COPY OF FEDERAL LICENSES:

* CERTIFICATE OF INSURANCE OR BOND IN AMOUNT OF: (NOT LESS THAN \$5,000,000)
CERTIFICATE OF INSURANCE to be provided per Attachment 1. Applicant agrees to comply with the insurance and indemnification requirements specified in Attachment 1.

* ADMISSION CHARGED: YES () NO () _____

PERMIT NO.:

DATE ISSUED:

FIRE PREVENTION BUREAU APPROVAL:

DATE:

POLICE DEPARTMENT APPROVAL:

DATE:

LEGAL DEPARTMENT APPROVAL:

DATE:

PERMIT FEE OF \$75.00 PAID

RECEIPT NO.:

BY:

DATE:

Attachment 1

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS

FIREWORKS & PYROTECHNICS PERMIT

(Date: February 2007)

1. GENERAL

The Permittee shall purchase and maintain insurance to protect the Permittee and the City of Des Moines, Iowa throughout the duration of the Permit. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City of Des Moines. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the City no less than fourteen (14) days prior to Permit date authorizing fireworks or pyrotechnic display.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Permittee shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Permittee shall procure and maintain during the life of the Permit, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$5,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground (XCU).

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions "a" through "o" or any subsequent ISO equivalent or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the City. Aggregate Per Location Endorsement is required.

C. AUTOMOBILE LIABILITY INSURANCE: The Permittee shall procure and maintain during the life of the Permit, Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

If the Permittee does not own any vehicles, coverage is required on non-owned and hired vehicles.

D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

E. SUBCONTRACTORS: The Permittee shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of the Permit meet the same insurance requirements as are required of the Permittee.

F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation, the insurance policies providing the coverages specified in B, C, and D above shall include the City of Des Moines, Iowa Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements are attached as Attachment 1.a..

G. CANCELLATION & MATERIAL CHANGE ENDORSEMENT: The insurance policies providing the coverages specified in A, B, C, and D above shall include the City of Des Moines, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached as Attachment 1.a..

H. CERTIFICATE OF INSURANCE (see attached sample): The Permittee shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in A through D and F and G above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under “Description of Operations/ Locations/ Vehicle/Special Items”: (1) the title of the permit and purpose for the display, and (2) the following statement, “Where required, Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been included as per attached.” These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

3. INDEMNIFICATION REQUIREMENTS

A. INDEMNIFICATION (HOLD HARMLESS) PROVISION: To the fullest extent permitted by law, the Permittee agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Des Moines, Iowa against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Des Moines, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services performed by the Permittee pursuant to the provisions of this Permit.

It is the intention of the parties that the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers or other working on behalf of the City of Des Moines, Iowa shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by the Permittee, its officers, employees, subcontractors, and others affiliated with the Permittee due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Permittee pursuant to the provisions of this Permit.

The Permittee expressly assumes full responsibility for any and all damages caused to the City of Des Moines, Iowa premises resulting from the activities of the Permittee, its officers, employees, subcontractors, and others affiliated with the Permittee. The Permittee represents that its activities pursuant to the provisions of this Permit will be performed and supervised by adequately trained and qualified personnel, and the Permittee will observe, and cause its officers, employees, subcontractors and others affiliated with the Permittee to observe all applicable safety rules.

4. WAIVER OF SUBROGATION

A. WAIVER OF SUBROGATION: To the extent permitted by law, Permittee hereby releases the City of Des Moines, Iowa, its elected and appointed officials, its agents, employees and volunteers and other working on behalf of the City of Des Moines, Iowa, from and against any and all liability or responsibility to the Permittee or anyone claiming through or under the Permittee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Permittee workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the permit. The Permittee’s policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Permittee to recover thereunder.

ATTACHMENT 1.a.

CITY OF DES MOINES, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Des Moines, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

CITY OF DES MOINES, IOWA

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Des Moines, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CITY OF DES MOINES, IOWA CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.