

# TOWNSHIP OF FRAZER

## APPLICATION FOR FIREWORKS DISPLAY

NAME OF APPLICANT

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

PHONE

\_\_\_\_\_

INSURER (See Attached)

\_\_\_\_\_

NAME OF DISPLAYER

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

PHONE

\_\_\_\_\_

INSURER (See Attached)

\_\_\_\_\_

DATE & TIME OF PROPOSED DISPLAY \_\_\_\_\_

LOCATION OF PROPOSED DISPLAY \_\_\_\_\_

(If within the boundaries of the Allegheny River – Coast Guard Approval must be submitted)

APPROXIMATE LENGTH OF DISPLAY \_\_\_\_\_

ADDITIONAL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF APPLICANT

\_\_\_\_\_

DATE

\_\_\_\_\_

For Township Use Only:

Review by Fire Marshal

Name \_\_\_\_\_

Date \_\_\_\_\_

Reviewed by Township Official

Name \_\_\_\_\_

Date \_\_\_\_\_

## **CONDITIONS OF PERMIT:**

Applicant must be submitted along with the following, at least fifteen (15) days prior to the proposed event.

- (1) Site plan of proposed discharge area – include distances from all adjacent properties and public ways.
- (2) Certificate of Insurance from displayer naming Frazer Township as additional insured > minimum amount \$1,000,000.
- (3) Certificate of Insurance from property owner naming Frazer Township as additional insured > minimum amount \$1,000,000.
- (4) Signed “Hold Harmless Agreement” (Below)

IN CONSIDERATION OF THE ISSUANCE BY THE TOWNSHIP OF FRAZER (THE “TOWNSHIP”) OF A FIREWORKS DISPLAY PERMIT TO THE UNDERSIGNED APPLICANT (THE “APPLICANT”), THE APPLICANT ACKNOWLEDGES THAT, IN REVIEWING AND ISSUING PERMITS, EMPLOYEES OF THE TOWNSHIP ARE ONLY PERFORMING THEIR DUTIES TO REQUIRE COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE APPLICABLE ORDINANCES OF THE TOWNSHIP PURSUANT TO THE POLICE POWER OF THE TOWNSHIP, AND ARE NOT WARRANTING TO THE APPLICANT OR TO ANY THIRD PARTY THE QUALITY OF ENGINEERING WORK OF THE APPLICANT, OR THE SAFETY OF THE FIREWORKS AND DISCHARGE.

FURTHERMORE, THE APPLICANT AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE TOWNSHIP, ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OF ANY ONE OR MORE THIRD PARTIES ARISING OUT OF OR RELATING TO THE TOWNSHIP’S ISSUANCE OF A PERMIT OR PERMITS, OR ARISING OUT OF OR RELATING TO THE DESIGN OR ENGINEERING DONE BY APPLICANT PURSUANT TO SUCH PERMIT OR PERMITS, OR ARISING OUT OF OR RELATING TO THE FIREWORKS DISPLAY AND DISCHARGE. ALL REFERENCES IN THIS AGREEMENT TO APPLICANT INCLUDES APPLICANT’S EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS OF ANY OTHER PERSONS OR ENTITIES PERFORMING WORK PURSUANT TO THE ISSUANCE OF THE FIREWORKS DISPLAY PERMIT BY THE TOWNSHIP.

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APPLICANT SIGNATURE/OWNER