



# City of Langford

www.cityoflangford.ca

## SCHEDULE "B"

### Application for Pyrotechnics Permit

Name of applicant: \_\_\_\_\_

Birth date: \_\_\_\_\_ Age: \_\_\_\_\_

Mailing address: \_\_\_\_\_

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

Email: \_\_\_\_\_

Explosives Regulatory Division Event Approval: \_\_\_\_\_ (attach photocopy)

Fireworks Supervisor Level and Card No. \_\_\_\_\_ (attach photocopy)

THE APPLICANT HEREBY applies to discharge pyrotechnic special effects fireworks on property within the municipality as follows:

Location: \_\_\_\_\_

Date: \_\_\_\_\_

Time: (Start) \_\_\_\_\_ (End) \_\_\_\_\_ (attach time schedule of production)

Site plan: \_\_\_\_\_ (attach plan)

Estimated attendance: \_\_\_\_\_

Type and quantity of fireworks, explosives and combustible products: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Firing procedures: \_\_\_\_\_

\_\_\_\_\_

Emergency response procedure: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Description of fire safety plan: \_\_\_\_\_

\_\_\_\_\_

(attach photocopy of Fire Chief approval)

Security deposit for fire safety plan: \_\_\_\_\_

\_\_\_\_\_

List of crew members:

*Information collected on this form is for the purpose of issuing a permit and is subject to the Freedom of Information and Protection of Privacy Act. **Information on requirements can be obtained through the Fire Department at 250-478-9555 or Bylaw Enforcement at 250-474-0604.***

**SCHEDULE "B"**

**READ CAREFULLY**

THE APPLICANT CERTIFIES that the applicant understands and will be guided by the provisions of Fireworks Regulation Bylaw No. 1033, 2006, as amended from time to time, and all applicable Provincial and Federal laws and regulations, in force from time to time, and any conditions or restrictions imposed in this permit by the Fire Chief.

IN CONSIDERATION of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which the applicant acknowledges), the applicant covenants that the applicant will indemnify and save harmless the municipality and its elected officials, employees, officers, agents and contractors from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including, without limitation, legal fees) which the municipality or its elected officials, employees, officers, agents or contractors may sustain, incur, or be put to by reason of or arising out of:

- a) the issuance of this permit
- b) the pyrotechnic special effects fireworks event, including, without limitation, the handling, storage, discharging or other use of fireworks in connection with this permit;
- c) the applicant's use or occupation of the location upon which the pyrotechnic special effects fireworks event is to occur; or
- d) any act or omission of the applicant or any person for whom the applicant is at law, responsible, including, without limitation, the non-observance or non-performance of any obligation imposed by Federal or Provincial law.

The applicant acknowledges that he or she has had the opportunity to seek independent legal advice as to the contents of this agreement and that he or she is not under any legal disability.

\_\_\_\_\_  
Signature of applicant

\_\_\_\_\_  
Date

**SCHEDULE "C"**

Agreement of Property Owner For Fireworks Event or Pyrotechnic Special Effects Fireworks Event

Name of applicant: \_\_\_\_\_

Name of organizer or sponsor of fireworks event or pyrotechnic special effects fireworks event:

\_\_\_\_\_

Location of fireworks event or pyrotechnic special effects fireworks event:

\_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name of property owner: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact name (if any): \_\_\_\_\_

The property owner has agreed and consented to the organizer/sponsor holding and the applicant performing a fireworks event or pyrotechnic special effects fireworks event on the date and at the location and time described above. The applicant has applied to the municipality for a permit to perform such fireworks event or a pyrotechnics permit to perform such pyrotechnic special effects fireworks event.

In consideration of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the property owner), the property owner hereby remises, releases and forever discharges the municipality and its elected officials, employees, officers, agents and contractors of and from any and all matter of actions, damages, causes of action, suits, debts, claims, demands and damages of any nature or kind whatsoever which the property owner may at any time have against the municipality or its elected officials, employees, officers, agents or contractors arising out of any cause, matter or thing in respect of or arising out of:

- a) the issuance of the permit or pyrotechnics permit to the applicant;
- b) the fireworks event or pyrotechnic special effects fireworks event, including, without limitation, the handling, storage, discharging or other use of fireworks in connection therewith;
- c) the use or occupation of the location upon which the fireworks event or pyrotechnic special effects fireworks event is to occur; or
- d) any act or omission of the applicant or organizer/sponsor or any persons for whom either is, at law, responsible, including, without limitation, the non-observance or non-performance of any obligation imposed by Federal or Provincial law.

The property owner acknowledges that he or she has had the opportunity to seek independent legal advice as to the contents of this agreement and that he or she is not under any legal disability.

\_\_\_\_\_  
Signature(s) of property owner(s):

\_\_\_\_\_  
Date:

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**Information on requirements can be obtained through the Fire Department**  
**Telephone: (250)478-9555**

**SCHEDULE "D"**

Agreement of Organizer or Sponsor of a Fireworks Event or  
Pyrotechnic Special Effects Fireworks Event

Name of applicant: \_\_\_\_\_

Location of fireworks event or pyrotechnic special effects fireworks event: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name of organizer or sponsor of fireworks event or pyrotechnic special effects fireworks event:  
\_\_\_\_\_

Mailing address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact name (if any): \_\_\_\_\_

The organizer/sponsor has engaged the applicant to perform a fireworks event or pyrotechnic special effects fireworks event on the date and at the location and time described above. The applicant has applied to the municipality for a permit to perform such fireworks event or a pyrotechnics permit to perform such pyrotechnic special effects fireworks event.

In consideration of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which the organizer/sponsor acknowledges), the organizer/sponsor hereby covenants to indemnify and save harmless the municipality and its elected officials, employees, officers, agents and contractors from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including, without limitation, legal fees) which the municipality or its elected officials, employees, officers, agents or contractors may sustain, incur, or be put to by reason of or arising out of:

- a) the issuance of the permit or pyrotechnics permit to the applicant;
- b) the fireworks event or pyrotechnic special effects fireworks event, including, without limitation, the handling, storage, discharging or other use of fireworks in connection therewith;
- c) the use or occupation of the location upon which the fireworks event or pyrotechnic special effects fireworks event is to occur; or
- d) any act or omission of the organizer/sponsor or applicant or any persons for whom either is, at law, responsible, including, without limitation, the non-observance or non-performance of any obligation imposed by Federal or Provincial law.

The organizer/sponsor acknowledges that he or she has had the opportunity to seek independent legal advice as to the contents of this agreement and that he or she is not under any legal disability.

Signature(s) of organizer/sponsor: \_\_\_\_\_

Date: \_\_\_\_\_

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**Information on requirements can be obtained through the Fire Department**  
**Telephone: (250)478-9555**

## SCHEDULE "E"

### Insurance Requirements

A display fireworks permit holder or a pyrotechnics permit holder shall, at his or her own expense, for the duration of the fireworks event or pyrotechnic special effects fireworks event, secure and maintain a comprehensive general liability insurance policy with an inclusive limit of not less than \$5,000,000.00 per occurrence for bodily injury and property damage.

The Comprehensive General Liability insurance policy shall:

- a) include all premises and operations necessary or incidental to the fireworks event or pyrotechnic special effects fireworks event;
- b) include "Broad Form" Property Damage coverage on an occurrence basis, including loss of use of property;
- c) include, but not necessarily be limited to, the following coverages:
  - (i) Contingent Employers Liability;
  - (ii) Owners and Contractors Protective Liability;
  - (iii) Contractual Liability assumed with respect to the event;
  - (iv) Non-Owned and Hired Auto; and
  - (v) Personal Injury Liability;
- d) include the municipality, its elected officials, officers, agents and employees, and contractors acting on behalf of the municipality, as additional insureds;
- e) be primary and non-contributing with respect to any insurance carried by the municipality;
- f) not include a deductible greater than \$5,000.00 per occurrence (unless the municipality advises in writing that it has determined that a greater deductible is acceptable);
- g) include a Cross Liability clause;
- h) preclude subrogation claims by the insurer against any of the insured;
- i) include a provision requiring the insurer to give the municipality fourteen (14) days prior written notice before making any material change to the insurance coverage, or the termination or cancellation thereof;
- j) provide that the municipality, its elected officials, officers, agents and employees, and contractors acting on behalf of the municipality are protected notwithstanding any act, neglect or misrepresentation of the display fireworks permit holder or the pyrotechnics permit holder which might otherwise result in the avoidance of a claim and that such policy is not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured;
- k) be underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and that meet with the reasonable approval of the municipality;

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- l) Twenty-one (21) days prior to the fireworks event or pyrotechnic special effects fireworks event and upon the municipality's written request from time to time, the display fireworks permit holder or pyrotechnics permit holder shall furnish the municipality with a certificate or certificates of insurance as evidence that the required insurance is in force;
  - m) Maintenance of the insurance required herein and the performance by the display fireworks permit holder or pyrotechnics permit holder of his or her obligations under this clause shall not relieve the display fireworks permit holder or pyrotechnics permit holder from liability under any covenant to indemnify the municipality;
  - n) It shall be the sole responsibility of the display fireworks permit holder or pyrotechnics permit holder to determine his or her own additional insurance coverages, if any, including workers' compensation, that are necessary and advisable for his or her own protection or to fulfil his or her obligations with respect to the fireworks event or pyrotechnic special effects fireworks event. Any such additional insurance shall be secured and maintained by the display fireworks permit holder or pyrotechnics permit holder at his or her own expense;
  - o) The foregoing insurance provisions shall not limit the insurance the display fireworks permit holder or pyrotechnics permit holder is required to secure and maintain by Provincial or Federal law; and
  - p) If the display fireworks permit holder or pyrotechnics permit holder fails to secure or maintain insurance as required herein, then the municipality shall have the right, but not the duty or obligation, to secure and maintain such insurance and give evidence thereof to the display fireworks permit holder or pyrotechnics permit holder. The display fireworks permit holder or pyrotechnics permit holder shall pay the cost thereof to the municipality on demand or the municipality may deduct such cost from any amount that is due or may become due to the display fireworks permit holder or pyrotechnics permit holder from the municipality.



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## SCHEDULE "F"

### Application Fees, Ticket Fines and Cost Recovery Charges

OFFENCE	SEC.	DESCRIPTION	APPL. FEES	TICKET FINES	COST RECOVERY CHARGES
Sale of fireworks	3.1	Sales prohibition		\$500.00	
Possess prohibited fireworks	3.2	Prohibited fireworks		\$100.00	
Possess firecrackers	3.3	Firecrackers		\$100.00	
Possess fireworks without permit	3.4	Permit		\$200.00	
Discharge outside permitted period	3.5	Discharge Date/Time		\$100.00	
Contravene permit	3.6	Permit		\$100.00	
Unsafe discharge	3.7	Unsafe		\$200.00	
Underage possession	3.8	Underage		\$100.00	
Allow underage possession	3.9	Underage		\$100.00	
Use pyrotechnics without permit	3.10	Permit		\$200.00	
Contravene permit	3.11	Permit		\$500.00	
	4.1(e)	Consumer Fireworks Permit	\$10.00		
	4.1(e)	Display Fireworks Permit	\$75.00		
	6.1 a)	Pyrotechnics Fire Safety Plan Review			\$150.00
	6.1 b)	<b>Fire Protection for Pyrotechnic Special Effects Fireworks Event</b>			\$480 per hour for supply of equipment and personnel providing fire protection; minimum four hour charge
Obstruction of Peace Officer	7.3	Obstruction		\$250.00	