

Summer Village of Itaska Beach

Permit to Possess and Discharge Fireworks

Schedule B to Bylaw 2009-02

DATE: _____

PERMIT NUMBER: _____

PERMIT FEE: _____

PERMIT HOLDER

NAME: _____

SUMMER VILLAGE ADDRESS: _____

HOME ADDRESS (IF DIFFERENT): _____

CITY/PROVINCE: _____ PHONE NO: _____

DATE(S) OF PROPOSED FIREWORKS USE: _____ until _____

TIME(S) OF PROPOSED FIREWORKS USE: _____ until _____

LOCATION OF PROPOSED FIREWORKS USE: _____

DECLARATION

I am the owner, occupant or resident of the property listed above in the Summer Village of Itaska Beach (the "Summer Village"). In exchange for the granting of this permit, I accept and agree to abide by all applicable Terms and Conditions of this permit. I agree to act safely at all times and in accordance with all Municipal, Provincial and Federal laws respecting the possession and discharge of fireworks and explosives. I declare that I have fully reviewed the attached Terms and Conditions applicable to this Permit. I further acknowledge that the Summer Village is not responsible for any injury, destruction of property, or any other loss that may arise as a result of the possession or discharge of fireworks.

Applicant's Signature

Fire Chief (or representative)
Summer Village of Itaska Beach



TERMS AND CONDITIONS

1. All Terms and Conditions listed under Subsection A (Conditions 3-11) (the "Mandatory Terms") are applicable to all persons holding a Fireworks Permit and are accepted and shall be adhered to at all times;
2. All Terms and Conditions listed under Subsection B (Conditions 12-15) are discretionary (the "Discretionary Terms"), and shall be accepted and adhered to where individually endorsed by an "X", a notation, or the initials of the Fire Chief of the Summer Village of Itaska Beach or a delegate thereof (the "Fire Chief"), or where Condition 12 of these Terms and Conditions is endorsed in the same manner;

A. Mandatory Terms and Conditions

3. The decision to issue of a Fireworks Permit is made at the sole discretion of the Fire Chief or delegate, and any such permit may be revoked at any time.
4. The Permit Holder agrees to indemnify and hold harmless the Fire Chief or delegate, the Summer Village of Itaska Beach (the "Summer Village"), and all employees or contractors thereof, for any loss, damage (property, personal or otherwise), claims and/or expenses that result from the issuance of this permit and/or the possession or discharge of fireworks.
5. All persons igniting fireworks in the Summer Village must hold a valid Fireworks Permit, and the Permit Holder shall not permit anyone but the person listed on the Permit to possess or discharge Fireworks.
6. Fireworks Permits are not transferrable, and are only valid on the date(s) specified thereon, at the location indicated on the Permit.
7. The Permit Holder agrees to abide by all Municipal, Provincial and Federal laws respecting the use and possession of Fireworks, explosives and incendiary devices.
8. The Permit Holder agrees to be personally responsible for the clean-up and removal of all Fireworks debris in accordance with Section 3d of the Summer Village's Fireworks Bylaw.
9. Upon the issuance of a fire ban by the Summer Village, the County of Wetaskiwin, or the Province of Alberta, this Permit is void, and the Permit Holder shall not ignite Fireworks.
10. The Permit Holder shall not discharge Fireworks:
 - a. Within 10 meters of any building, tent, trailer, canvas shelter or motorhome;
 - b. In a place or manner that creates a danger or constitutes a nuisance to any person or property;
 - c. On lands owned or controlled by the Summer Village, including, but not limited to, roadways, road allowances, public parks, or the municipal reserve lands abutting Pigeon Lake, except with the express, written consent of the Chief Administrative Officer of the Summer Village;
11. No person under the age of 18 shall be permitted to possess or discharge fireworks.

B. Discretionary Terms and Conditions

12. Upon endorsement of this provision, all Discretionary Terms shall be of full force and effect, and shall be complied with by the Permit Holder
13. The Permit Holder shall provide and maintain fully operational fire extinguishing equipment for immediate use, and of a capacity sufficient to meet the fire suppression requirements made reasonably necessary by the number, size and duration of the proposed fireworks and by the prevailing environmental conditions. Fire extinguishing equipment shall be present at all times during the set up and discharge of fireworks, and for a reasonable period thereafter, at the location or site of the discharge of fireworks.
14. The Permit Holder shall, before discharging any Fireworks, provide to the Summer Village proof of comprehensive general liability insurance in an amount no less than two million dollars (\$2,000,000.00), naming the Summer Village as an additional insured and containing a cross-liability clause prohibiting further action against the Summer Village.
15. The Permit Holder shall, before discharging any Fireworks, provide to the Summer Village a sketch or diagram of the property where discharge is proposed, indicating the location of all structures, trees, and flammable objects.