



LA MIRADA  
COMMUNITY FOUNDATION  
Fireworks Subcommittee

City of La Mirada and  
La Mirada Community Foundation  
13700 La Mirada Boulevard  
La Mirada, CA 90638  
Phone: (562) 943-0131



**LA MIRADA COMMUNITY FOUNDATION AND CITY OF LA MIRADA  
APPLICATION FOR WHOLESALE FIREWORKS PERMIT**

**Name of person, firm, partnership or corporation engaging in the sale, at retail or wholesale, or in the distributing or manufacturing of fireworks:**

Name of Person or Business \_\_\_\_\_

Contact Person \_\_\_\_\_

Print or Type Address \_\_\_\_\_ Phone \_\_\_\_\_  
Street City State Zip

**Address where sales records will be maintained and available for review:**

Address \_\_\_\_\_ Phone \_\_\_\_\_  
Street City State Zip

**Note: The permit shall be issued in the name of the applicant only and shall not be transferable.**

List of owners and managing officers:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

- Copies of State Fire Marshal License Types: M-0123 W-1081 I/E-1080
- Attach signed **ATTACHMENT A – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.**
- Attach evidence of insurance and endorsements(s) as required by **ATTACHMENT B – WHOLESALE INSURANCE REQUIREMENTS AND REQUIRED CERTIFICATES AND ENDORSEMENTS.**
- Attach copy of current City Business License: License Number \_\_\_\_\_ Exp. Date: \_\_\_\_\_
- Attach proof of required permits and payment of all required permitting fees.
- Attach letter(s) from property owner giving permission for stand to be located on the premises. (Stand location(s) must be on the attached listing of approved locations, see **ATTACHMENT C.**)
- Attach a list and plot plan(s) for stand locations showing minimum site distances have been met.
  - Indicate stand Set-update
  - Indicate Take-down date
  - Indicate Size of Stand

\_\_\_\_\_  
Wholesale Applicant Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

# ATTACHMENT A

## **INDEMNIFICATION AND HOLD HARMLESS Sign and Submit with Wholesale Application**

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between \_\_\_\_\_, a California licensed fireworks wholesaler ("Wholesaler"), the City of La Mirada, a municipal corporation (City") and La Mirada Community Foundation ("Foundation").

In consideration for the issuance of a Wholesale Fireworks Permit for the distribution and/or sale of "safe and sane" fireworks in the City of La Mirada and to the furthest extent allowed by law, ( \_\_\_\_\_ PRINT ORGANIZATION LEGAL NAME HERE \_\_\_\_\_ ) (hereafter referred to as "PERMIT HOLDER") does hereby agree to indemnify, hold harmless and defend the City of La Mirada and the La Mirada Community Foundation each of its elected and appointed officials, officers, employees, agents and volunteers (hereafter collectively referred to as "CITY" and "FOUNDATION") from any and all loss, liability, fines, penalties, forfeitures, cost and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY and FOUNDATION, PERMIT HOLDER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have risen directly or indirectly out of distribution and/or sale of fireworks by PERMIT HOLDER or any of its officers, officials, employees, agents, volunteers or invitees. PERMIT HOLDER obligation under the preceding sentence shall apply regardless of whether CITY and FOUNDATION or any of its elected and appointed officers, officials, employees, agents, volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by willful misconduct, of CITY and FOUNDATION or any of its elected and appointed officers, official, employees, agents or volunteers.

Throughout the life of this Permit, PERMIT HOLDER shall pay for and maintain in full force and effect all insurance as required in Wholesale Fireworks Permit Application which is incorporated into and part of the Permit requirements, or as may be authorized or required in writing by CITY and FOUNDATION or their designee at any time and in their sole discretion.

PERMIT HOLDER shall conduct all defenses at its sole cost. The fact that insurance is obligated by the CITY and FOUNDATION shall not be deemed to release or diminish the liability of the PERMIT HOLDER, including, without limitation, liability assumed under this Permit, The duty to indemnify shall apply to all claims regardless whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of the PERMIT HOLDER. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by the PERMIT HOLDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the PERMIT HOLDER, its officials, officers, employees, agents, volunteers, or invitees.

CITY and FOUNDATION shall be reimbursed for all costs and attorney's fees incurred by CITY and FOUNDATION in enforcing this agreement.

WHEREFORE, the parties have executed this Agreement as of the day and year first above written.

WHOLESALER

CITY OF LA MIRADA

LA MIRADA COMMUNITY FOUNDATION

\_\_\_\_\_

By \_\_\_\_\_  
Assistant City Manager or Designate

By \_\_\_\_\_  
Foundation President

\_\_\_\_\_

By \_\_\_\_\_  
Name of Wholesaler  
(Two Corporate Signatures Required)

**ATTACHMENT B -- WHOLESALE  
INSURANCE REQUIREMENTS AND REQUIRED CERTIFICATES AND ENDORSEMENTS  
(SUBMIT WITH WHOLESALE APPLICATION)**

Prior to beginning any activity involving the issuance of a Fireworks Permit (Permit) by the City of La Mirada (CITY) and the La Mirada Community Foundation (Foundation), the applicant must produce and maintain, at their own cost and expense for the duration of their Permit, appropriate insurance against claims for injuries to persons and damages to property which may arise from or in connection with the sale of safe and sane fireworks. The types of insurance required and the amounts of coverage are specified below

City and Foundation reserves the right to review any and all the required policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve the Permittee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of the Permit.

**INSURANCE:**

- a) **COMMERCIAL GENERAL LIABILITY (CGL)** Insurance which must be at least as broad as the most current version of the Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 providing liability coverage arising out of your organizations operations. The CGL policy shall be written on an occurrence form and shall provide coverage for "bodily injury", "property damage", with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Permit requirements with limits of liability of not less than the following per location:
  - 1. \$1,000,000 per occurrence for bodily injury and property damage
  - 2. \$2,000,000 general aggregate
  - 3. \$2,000,000 aggregate for products and completed operations
  
- b) **COMMERCIAL AUTOMOBILE LIABILITY (CAL)-(Only Required if the Permittee Has Owned Vehicles on Facility)** Insurance which must be as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage form CA 00 01 providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your organizations operations. The CAL policy shall be written on an occurrence form and shall provide coverage for "All Owned, Hired and Non-Owned automobiles or other licensed vehicles with limits of liability of not less than the following:
  - 1. \$1,000,000 per accident for bodily injury and property damage.
  
- c) **WORKERS' COMPENSATIONS (WC) and EMPLOYERS' LIABILITY (EL)** Insurance as required by the state of California, with Statutory Limits, and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  
- d) **DEDUCTIBLES/SELF INSURED RETENTIONS (SIR)** Permittee shall be responsible for payment of any deductibles and/or self-insured retentions contained in any insurance policies required herein. Any deductibles and/or self-insured retentions must be declared to on the Certificate of Insurance.
  
- e) **GENERAL STANDARD FOR INSURANCE POLICIES:** All insurance policies must meet the following general standards
  - 1. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of California
  - 2. Insurers must have an A.M. Best's rating of A- or better and a minimum financial size of VII.
  
- f) **MAINTENANCE OF COVERAGE:** If at any time during the use of a Permit, the Permittee fails to maintain the required insurance in full force and effect, the use of Permit will be discontinued immediately until notice is received by the City and Foundation that required insurance has been restored to full force and effect.

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH WHOLESALE APPLICATION , PRIOR TO THE ISSUANCE OF A PERMIT. ALL APPLICANTS MUST SUBMIT THE FOLLOWING CERTIFICATES AND ENDORSEMENTS :**

**CERTIFICATE OF INSURANCE:**

Evidence of the above coverage and policy limits must be on **CERTIFICATE OF LIABILITY INSURANCE FORM (ACORD 25 form or similar form)** and:

- 1. The Permittee must be the Named Insured in the "INSURED" section on the insurance certificate.
- 2. Must check "LOC" box in "General Aggregate Limit Applies Per" section on the insurance certificate.
- 3. The "DESCRIPTION OF OPERATIONS/LOCATION/ VEHICLE" section of certificate must contain the following: Certificate Holder below is named as additional insured per attached endorsement form (which must be at least as broad as the most current version of ISO endorsement form CG 20 26 07 04 or similar endorsement form.)
- 4. There must be only one (1) Additional Insured named in the "CERTIFICATE HOLDER" section on the certificate.

**ENDORSEMENTS:**

**ADDITIONAL INSURED:**

**1. COMMERCIAL GENERAL LIABILITY**

- a. Must be at least as broad as the most current version of ISO endorsement form CG 20 26 07 04 or similar endorsement form.
- b. Must name as additional insured – each name on a separate endorsement:  
**City of La Mirada, its elected or appointed officials, officers, employees, agents and volunteers and La Mirada Community Foundation, its officers, employees, agents and volunteers each on a separate document.**

**2. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE**

- a. Endorsement form CG 20 01 04 13 or similar endorsement form.

**3. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (AKA: WAIVER OF SUBROGATION):**

- a. For COMMERCIAL GENERAL LIABILITY: Endorsement form CG 24 04 05 09 or similar is required.
- c. For WORKERS COMPENSATION: Endorsement form WC 00 03 13 or similar is required.

**4. EARLY NOTICE OF CANCELLATION**

- a. Endorsement form CG 02 24 10 93 or similar is required.



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## ATTACHMENT C

### LA MIRADA COMMUNITY FOUNDATION AND CITY OF LA MIRADA APPROVED LOCATIONS FOR FIREWORKS STANDS

**Green Hills-SE**  
15826 E. Imperial Hwy.  
La Mirada, CA 90638

**LM Theatre-Albertsons**  
15200 E. Rosecrans Ave.  
La Mirada, CA 90638

**LM Theatre-Booth #2**  
15220 E. Rosecrans Ave  
La Mirada, CA 90638

**Greenhills Plaza--NW**  
15745 Imperial Highway  
La Mirada, CA 90638

**Stater Bros.**  
12800 La Mirada Blvd.  
La Mirada, CA 90638

**Superior/Bestway**  
12721 Valley View Ave.  
La Mirada, CA 90638

**Home Depot**  
12210-12320 La Mirada Blvd.  
La Mirada, CA 90638

**Imperial Plaza**  
13942 Imperial Highway  
La Mirada, CA 90638



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A  WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 02 24 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Number of Days' Notice** \_\_\_\_\_

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.