



North Carolina Department of Health and Human Services  
*Black Mountain Neuro-Medical Treatment Center*

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Lauri Hollingsworth, M.S.  
Director

May 14, 2013

Kathy Hughes, Clerk  
Buncombe County Commissioners  
60 Court Plaza – Suite 206  
Asheville, NC 28801-3565

Dear Kathy:

Black Mountain Neuro-Medical Treatment Center's Annual Independence Day Celebration is scheduled for June 27<sup>th</sup>. The evening will culminate at dark with a fireworks display. A permit from the Buncombe County Commission is a necessary step in the planning process.

Enclosed with this letter are documents relating to the event, including:

- Site Plan with Measurements
- Display Synopsis
- Certificate of Insurance
- Fireworks Display Contract
- Hale Artificier Business License
- Approval Signature – Black Mountain Fire Department

The above information and attached documentation has been approved by the Fire Prevention Officer at the Black Mountain Fire Department. We would like to ask that this request be added to the Buncombe County Commissioners' Meeting Agenda for May 28<sup>th</sup>. If it's too late for the May meeting would you please put it on the agenda for June 4<sup>th</sup>.

Please let me know if additional information is needed for the Commissioners' review. As always, thank you for your assistance.

Sincerely,

Lauri Hollingsworth  
Director

Enclosures

[www.bmcnc.org](http://www.bmcnc.org)

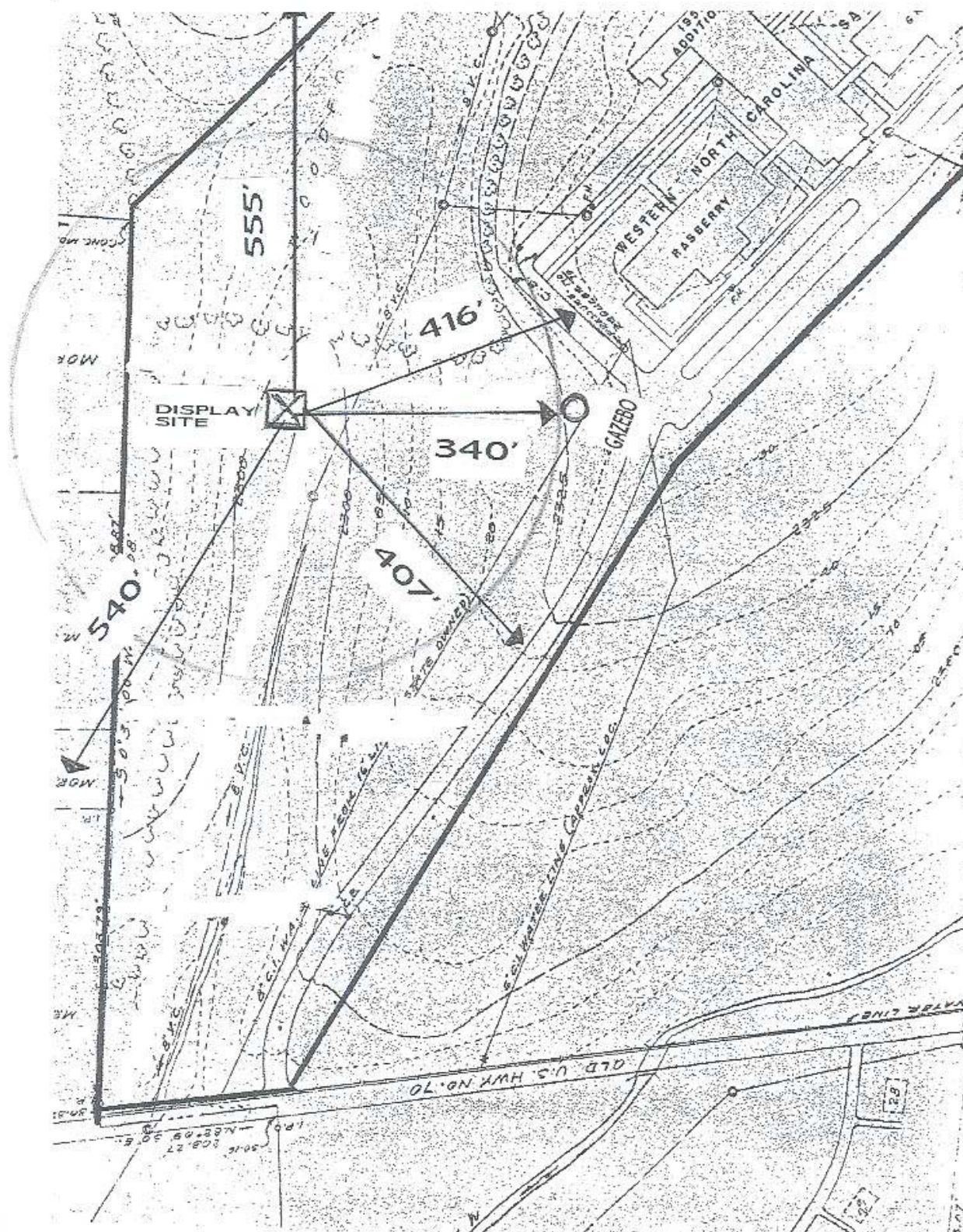
Telephone 828-259-6700 - Fax 828-669-3177

932 Old U.S. 70 Highway - Black Mountain, North Carolina 28711-2547 Courier # 12-84-07

*An Equal Employment Opportunity Employer*

Serving Persons with Developmental Disabilities and Persons with Alzheimer's Disease


OBRA CERTIFIED





**Hale Artificier, Inc.**  
**Fireworks and Pyrotechnics**

Black Mountain Center  
2013 Fireworks Quote

  
Program Materials:

**Opening Barrage:**

20 - 3" Assorted Color Finale Shells w/Tails

**Main Program:**

100 - 2.5" Assorted Aerial Shells w/Tails  
100 - 3" Assorted Aerial Shells w/Tails  
72 - 4" Assorted Shells w/Tails  
1 - 600 shot Blue Brocade Waterfall  
1 - 10 X 8 shot Silver Lions to Color Chrysanthemum  
1 - 100 shot "Z" Shaped Color Dahlia  
1 - 10 X 8 shot Silver Crown Horse Tails w/Red Tail  
1 - 8 X 3 shot 2.5" Assorted Ring shells  
1 - 665 shot Dancing Peacock  
1 - 15 X 10 shot 3 Times 5 Times Color Crossette  
1 - 90 shot Purple Silver and Green Glittering

**Grand Finale:**

100 - 3" Assorted Color Finale Shells  
12 - 4" Assorted Color Finale Shells

**Lexington, NC 336-249-6703**  
**336-249-6743 fax [pyronoid@lexcominc.net](mailto:pyronoid@lexcominc.net)**

Company Name: National Fire And Marine Insurance Company

6 This Certificate of insurance is NOT an Insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. 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 which may substantially limit coverage. Where reference is made to an Aggregate Limit, those limits are Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, Claimants or occurrences.

Date: 4/29/2013

POLICY NUMBER	KINDS OF INSURANCE	LIMITS	EFFECTIVE	EXPIRES
72LPS017371	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-Made Form Coverages <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Other (Specify) _____ _____ General Aggregate Limit \$2,000,000 Products-Completed Operations Aggregate Limit \$2,000,000 Personal & Advertising Injury Limit \$1,000,000 Each Occurrence Limit \$1,000,000 Damage to Premises Rented \$100,000 Medical Expense Limit (Any One Person) \$5,000 Aggregate Limit on Claims Expenses \$_____		4/28/2013	4/28/2014
	AUTOMOBILE LIABILITY Bodily Injury                      Each Person \$_____ Each Accident \$_____ Property Damage                  Each Accident \$_____ Bodily Injury and Property Damage Combined Single Limit \$_____			
	GARAGE LIABILITY Bodily Injury and Property Damage                  Auto Only                  Other than Auto Combined Single Limit                  \$_____ Aggregate Limit \$_____ Garagekeepers Insurance <input type="checkbox"/> Legal Liability \$_____ <input type="checkbox"/> Direct Access \$_____ <input type="checkbox"/> Direct Primary \$_____			
	EXCESS LIABILITY <input type="checkbox"/> Automobile <input type="checkbox"/> General Liability Name of Primary Insurer _____ Primary Limits \$_____ Excess Limits \$_____ General Aggregate Limit \$_____ <input type="checkbox"/> Aggregate Limit Inclusive of Claims Expenses			
	Workers Compensation  Employer's Liability Other	\$Statutory Limits  \$_____ \$_____		

DESCRIPTION OF OPERATIONS: For pyrotechnic display on 6/27/2013. Rain Date: 6/28/2013. Town of Black Mountain is Additional Insured on the General Liability Policy. "Policy includes Company specific non-standard endorsements which may be restrictive or exclusionary in nature."

In the event of any material change in or cancellation of said policies, the COMPANY intends to, but is not obligated to, notify the party to whom this Certificate is addressed of such change or cancellation, and COMPANY undertakes no responsibility by reason of any failure to do so.

M-100j (4/91)

NOTE TO AGENT - Mail Copy to Home Office Immediately



**Hale Artificier, Inc.**  
**Fireworks and Pyrotechnics**  
**Fireworks Display Contract**

This contract and agreement, for the sale and display of fireworks made and concluded this 13th day of February, year of 2013 A.D., by and between Hale Artificier, Inc. of Lexington, North Carolina, hereinafter referred to as "Hale Artificier" and Black Mountain Center, 932 Old Hwy 70, Black Mountain, NC 28711 hereinafter referred to as "Client".

Witnesseth: For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties of this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions and payments of this contract.

**1.0 - DISPLAY**

**1.1** - Hale Artificier agrees to sell, provide and deliver to the Client fireworks, presented in an attached document(s) labeled "Display Package", to be exhibited at the designated site, presented in the attached document(s) labeled "Display Site", which are set forth and agreed upon at the time of the signing of this agreement and incorporated herein.

**1.2** - Fireworks are to be provided for display on the event date(s) of: Thursday, June 27, 2013. In the event of Fire, Strikes, Delay, Flood, Acts of God, or other causes beyond the control of Hale Artificier, which prevents the delivery of said fireworks the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

**1.3** - It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date(s), a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest possible manner without any deduction from the hereinafter named compensation.

It is agreed that the first possible postponement/Rain Date will be: Friday, June 28, 2013.

**1.4** - If, due to the occurrence of a contingency as described above, with the aforementioned date(s) it is in Hale Artificier's reasonable judgement, impossible or impracticable to present the display at the date(s) and time(s) specified, Hale Artificier and Client will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the day following the scheduled exhibition and Hale Artificier personnel and equipment are required to return to their original point of origin the Client shall be obligated to pay an additional charge for transportation and travel of materials and personnel to the display site not to exceed fifteen percent (15%) of the Contract price. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event the Client shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by the Client shall be forthwith returned to the Client, LESS any and all reasonable costs and expenses incurred by Hale Artificier in the anticipation of presenting said display, including, but not limited to, costs associated with setup and takedown of equipment, and transportation of materials and Hale Artificier personnel.

**2.0 - SAFETY AND SECURITY**

**2.1** - Hale Artificier agrees to provide for the display, TWO or more Trained Pyrotechnicians as personnel to present the said display. Client agrees to procure and provide a suitable place to display the said fireworks, and secure all applicable Local, State and Federal Permits, licenses, and approvals. Client is also to provide for any and all necessary Law Enforcement, Fire Code Officials, and Fire Prevention Personnel. In the event "Hale Artificier incurs additional costs for securing said permits, licenses, approvals, or has to hire Law Enforcement or Fire Prevention Personnel, the Client will reimburse said costs to Hale Artificier.

**2.2** - Client or the Sponsoring Agency shall provide ample Law Enforcement and Fire Prevention and Control for Hale Artificier for the protection of its property and the execution of the fireworks exhibition without the interference from the Public.

**2.3** - Client shall provide and set up posted restraining lines pursuant to the instructions supplied by Hale Artificier and in compliance to all rules, order, and regulations of the National Fire Protection Association (NFPA). Inside this perimeter is hereinafter referred to the "Security Zone". Outside this perimeter is hereinafter referred to the "Safety Zone". It is further agreed and understood by the parties hereto that the said minimum spectator viewing, parking, dwellings and fallout area(s) shall be in compliance with the National Fire Protection Association (NFPA) 1123 code for Outdoor Display of Fireworks, as amended. Hale Artificier will not be responsible for, or pay for any property damage or personal injuries that occur from non-compliance of said code and its safety distances. Hale Artificier is not responsible for damages to any public or private property in this area and also any other area where similar damages occur due to wind velocity or changes in wind direction.

**2.4** - Client also agrees to provide adequate security personnel and protection to preclude all individuals other than those authorized by Hale Artificier from entering the Security Zone. In the event that Client desires to have designated representatives within the Security Zone, before, during and after said exhibition, appropriate waiver (s) of liability must be executed for each individual.

**2.5** - No unauthorized personal property of any kind, including, but not limited to motor vehicles shall be allowed within the Security Zone. Prior to, during and immediately following the display of fireworks, Client shall be solely responsible to secure access and maintain the perimeter if the Security Zone, keeping all unauthorized persons out of the Security Zone. Client shall hold Hale Artificier harmless and indemnify Hale Artificier from any liability, including claims against Certificate(s) of Insurance or Bond, because of Client's breach of this paragraph.



**Hale Artificier, Inc.**  
**Fireworks and Pyrotechnics**  
Fireworks Display Contract

**3.0 - COMPENSATION**

3.1 - Client agrees to compensate Hale Artificier the sum                      for the said fireworks display(s). Unless otherwise stipulated in this contract, as an addendum, Payment is to be made in two parts, Fifty Percent (50%) of the total sum at the signing of this agreement and the remaining balance of contract within ten (10) days after the completion of the fireworks display. Interest will be charges for any late payment on the contract price at a rate of three and one-half percent (3.5%) per month until final debt has been paid. In the event an attorney is employed to enforce collection of any sums due under this contract, Client agrees to pay all costs and expensed of collections including all attorney's fees incurred by Hale Artificier.

3.2 - In the event additional sums are due Hale Artificier as agreed to herein, including, but not limited to reimbursement of expenses, payment is due within thirty (30) days after completion of fireworks display(s)

3.3 - All payments shall be made by draft or certified check payable to the order of Hale Artificier, unless otherwise specified and authorized in writing, and NO CASH shall be paid to agents or employees of Hale Artificier without written authority.

3.4 - In the event that Client elects to cancel the fireworks display, Client must provide Hale Artificier written notice by registered mail of it's election to cancel not less than 30 days prior to date of fireworks display. Hale Artificier shall retain from the first sections of payment and Client agrees to pay Hale Artificier, a MINIMUM of \$500, or Fifteen percent (15%) of total contract price, whichever is greater, as liquidated damages.

3.5 - If, for ANY reason, other than as previously defined in this contract in sections 1.1 through 1.4, Client elects to cancel fireworks display at the "last minute" which will be defined as within 48 hours prior to the named display date and time, then Client is obligated to pay the full compensation price in sections 3.1, irregardless of the cancellation notice designated in section 3.4 above.

**4.0 - INDEMNIFICATION**

4.1 - Client shall indemnify Hale Artificier against any and all liability to any person or persons for, or by reason of, any condition which is the responsibility of the Client in connection with the exhibition, and against any and all liability to any person or persons by any act of omission of Client or any of its agents, servants, or employees.

4.2 - Hale Artificier agrees to indemnify Client against any and all liability to any person or persons for, or by reason of, any conditions which is the responsibility of Hale Artificier in connection with the exhibition, and against any and all liability to any person or persons by any act of omission of Hale Artificier or any of its agents, servants or employees.

4.3 - Hale Artificier agrees to provide attached documents presenting proof of Liability Insurance obtained for the exhibition in the amount complying with local regulations.

**5.0 - OTHER COVENANTS**

5.1 - Client agrees to indicate that Hale Artificier is the organization responsible for exhibiting the fireworks on the said date(s) in all advertisements, billings and public relations materials.

5.2 - Regardless of place of contracting, performance or otherwise, it is hereby stipulated that this agreement is to be construed and governed by the laws of the State of North Carolina.

5.3 - This agreement shall not be notified or rescinded except by written instrument signed by authorizes representative(s) of Client and Hale Artificier.

5.4 - This contract shall not be construed to create a partnership between the parties or persons mentioned herein.

**6.0 - SPECIAL CONDITIONS**

6.1 - All displays are to be permitted through the Office of the Local County Fire Marshal, unless as otherwise provided for in the General Statutes of the State of North Carolina.

6.2 - The exact location of the fireworks display shall be           Grounds at Black Mountain Center          

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS TO THIS AGREEMENT IN DUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR \_\_\_\_\_.

CLIENT 4/8/13  
BY: Lauri Hollingsworth  
signature

Lauri Hollingsworth, Director  
printed name/title

HALE ARTIFICIER  
BY: Jeffrey A. Hale  
signature

JEFFREY A. HALE, President  
printed name/title

\_\_\_\_\_  
witness

\_\_\_\_\_  
witness

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

4-711002 (10-2003) (2003) (2003) (2003)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF  
Correspondence To  
ATF - Chief, FELC  
244 Needy Road  
Martinsburg, WV 25405-9431

License/Permit  
Number

1-NC-057-51-5J-00088

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date

September 1, 2015

Name

HALE ARTIFICER INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

DAISY COURT  
LEXINGTON, NC 27292-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICER INC  
545 NEW BOWERS RD  
LEXINGTON, NC 27292-

Licensee/Permittee Responsible Person Signature

JEFF HALE

Printed Name

PRESIDENT

Position Title

4/30/13

Date

Previous Edition is Obsolete. ATF Form 5400 (4-2000) 18 Part 1 Revised October 2001

ATF Form 5400 (4-2000) 18 Part 1  
Revised October 2001

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: HALE ARTIFICER INC

Business Name:

License/Permit Number: 1-NC-057-51-5J-00088

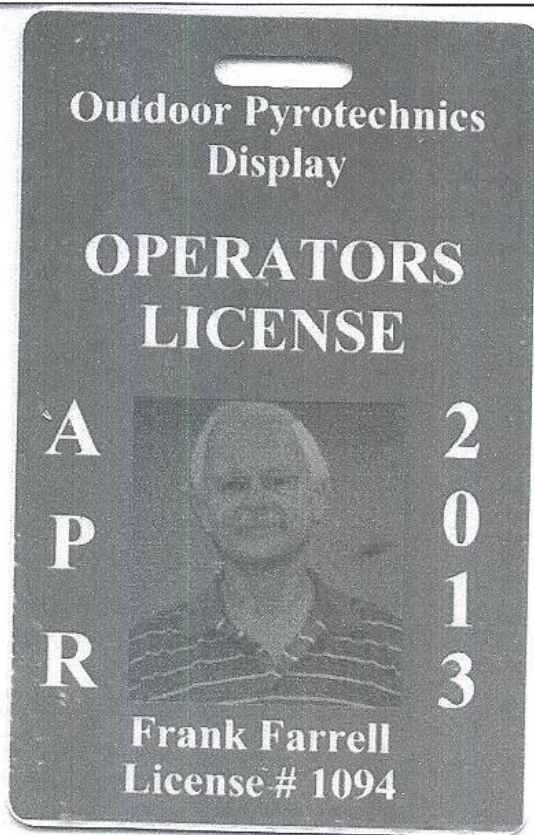
License/Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration: September 1, 2015

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

JEFF HALE





LICENSE RENEWAL IS IN PROCESS





North Carolina Department of Health and Human Services  
*Black Mountain Neuro-Medical Treatment Center*

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Lauri Hollingsworth, M.S.  
Director

Pyrotechnics/Fire Works Site Approval

Black Mountain Neuro-Medical Treatment Center  
932 Old Highway 70  
Black Mountain, NC 28711

I have reviewed the display site plan, license and permits, operator certificates and certificate of insurance.

Reviewed and approved by:

  
Spencer Elliot  
Fire Prevention Officer  
Black Mountain Fire Department

5/14/13  
Date