

# TRIBAL WHOLESALE FIREWORKS LICENSE

## TULALIP TRIBES OF WASHINGTON

This certifies that the party named herein has paid a non-refundable \$100.00 fee and is hereby licensed by the Tulalip Tribes of Washington ("Tribe") to sell wholesale fireworks pursuant to and subject to the terms and conditions of Tribal Fireworks Title 10, chapter 10.25, adopted May 4, 2012, as amended, as it now exists or may hereafter be amended and the terms and conditions set forth below.

**License:**

\_\_\_\_\_

(Name of Business)

\_\_\_\_\_

(Name of Principal)

\_\_\_\_\_

(Name of Salesperson or Contact Person)

**Residence Address:**

\_\_\_\_\_

\_\_\_\_\_

**Telephone:**

( ) \_\_\_\_\_ - \_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_

(BUSINESS)

(FAX)

**Hours of Operation:** 5:00 a.m. to 1:00 a.m.

**Wholesale Location:** 10322 – 27<sup>th</sup>, AVE NE  
Tulalip, WA 98271

**Terms and Conditions of this License:**

**1.0** Wholesale sales may be made only to members of the Tulalip Tribes of Washington currently and duly licensed to sell fireworks at retail.

**2.0** The licensee does hereby release, indemnify and promise to defend and save harmless the Tulalip Tribes of Washington from and against any and all liability, loss, damage, expense, actions, and claims including costs and reasonable attorney fees, incurred by the Tribes in defending claims asserted against the Tribes in any capacity, its Board of Directors, tribal officers, and/or tribal employees involved in administration of Title 10, chapter 10.25, as it now exists or may hereafter be amended, that assert rights directly or indirectly on account of or arising out of or related to acts or omissions of the Tribe, its Board of Directors, or members thereof, tribal officers or employees, or licensee or licensee's agents, employees, customers, guests, invitees, or tenants, in the

exercise of privileges granted herein, or in any way related to products sold by licensee pursuant to this license.

**3.0** The licensee shall obtain and maintain in full force and effect Acceptable Premises Liability Insurance and Acceptable Products Liability Insurance for the period of \_\_\_\_\_ to \_\_\_\_\_, both days inclusive, or for such other period as the Tax and Licensing Division of the Tulalip Tribes of Washington may approve in writing, which premises liability and products liability insurance shall name the licensee as the Named Insured and the Tulalip Tribes of Washington as Additional Insured.

**3.1** The term "Acceptable Premises Liability Insurance" means the premises liability insurance described in the specimen Certificate of Insurance attached hereto as Exhibit "A" ( \_\_\_\_\_ Insurance Company Policy No. \_\_\_\_\_ ) with a liability limit of \$1,000,000 for each occurrence, or such other premises liability insurance as the Tax and Licensing Division of the Tulalip Tribes of Washington approves in writing. The premise described in such Acceptable Premises Liability Insurance shall be at the following address:

10322 27<sup>th</sup> AVE NE  
Tulalip, WA 98271

**3.2** The term "Acceptable Products Liability Insurance" means the products liability insurance described in the specimen Certificate Insurance attached hereto as Exhibit "B" ( \_\_\_\_\_ Insurance Company Policy No. \_\_\_\_\_ ), with liability limit of \$1,000,000 for each occurrence and in the aggregate, or such other products liability insurance as Tax and Licensing Division of the Tulalip Tribes of Washington approves in writing.

**3.3** As a condition of obtaining this license, licensee agrees to and shall forthwith furnish the Tulalip Tribes of Washington with written Certificates of Insurance evidencing that Acceptable Products Liability Insurance and Acceptable Premises Liability Insurance has been obtained and is being maintained, which Certificate of Insurance must be in a form acceptable to the Tax and Licensing Division of the Tulalip Tribes of Washington.

**3.4** The licensee may not sell any fireworks under this license unless Acceptable Products Liability Insurance is in force that covers such products, as evidenced by a Certificate of Insurance licensee has provided to the Tulalip Tribes of Washington and the Tribe is names as an Additional Insured under such policy.

**3.5** The licensee shall comply with all safety measures required to obtain and to maintain the required premises and products liability insurance, and shall not conduct any activities under this license which are prohibited by or which would in any way invalidate or be exempt from coverage under such insurance, either in whole or in part. Without limiting the generality of the foregoing, since much insurance only covers Class “C” fireworks, licensee may only sell fireworks, and no other type; and the only Class “C” fireworks that may be sold are those which are also permissible and allowable under the terms and provisions of Ordinance No. 52 as amended, as it now exists or may hereafter be amended.

**3.6** The Tribe is requiring that such premises and products, liability insurance to satisfy the requirements of the Tribes’ general insurer, and for the protection of the Tribes. The Tribes assumes no responsibility to the licensee and makes no representations to the licensee as to the quality of any insurance product approved by the Tribes or the Tax and Licensing Division for the purpose of this license, or as to the solvency of the insurer or the broker. The licensee agrees to and assumes full responsibility for making such independent investigation as the licensee desires in that regard. The Tribes also makes no representation or warranty that any such insurer or broker are licensed to sell insurance within the State of Washington. The licensee assumes full responsibility for making any inquiry the licensee may desire to make in that regard.

**3.7** The Tax and Licensing Division’s approval of any other premises or products liability insurance pursuant to paragraphs 3.1 or 3.2 shall be deemed to amend this license to permit the utilization of such insurance by licensee. Such approval shall be within the sole discretion of the Tax and Licensing Division.

**4.0** In issuing this license, the Tulalip Tribes is acting in its governmental and regulatory capacity. However, the Tribes has not undertaken to inspect, verify, and control safety measures in the setting up, operation, and removal of fireworks stands. The safety of licensee’s acts or omissions remain the sole responsibility of the licensee.

**5.0** The licensee shall only sell at wholesale those fireworks permitted under the Tribes’ Title 10, chapter 10.25, as it now exists or may hereafter be amended and applicable federal statutes. Extensions of the expiration date of the license may be approved by the Board of Directors to cover the maximum additional time periods allowed by Section 3.5 or Title 10, chapter 10.25, as it now exists or may hereafter be amended.

**6.0** The Tax and Licensing Division and its designee may enter and search any fireworks stand, home, other building, property, or vehicle owned or utilized by any licensee, or by any person operating or assisting in the operation of any fireworks stand, for purposes of determining whether violations of this Code have occurred or are

occurring. **By acceptance of this license, I hereby grant my unconditional consent to such entries and searches.**

**Wholesale License Number:** \_\_\_\_\_ **Business License Number:** \_\_\_\_\_

**Effective Date for Sales:** Beginning \_\_\_\_\_ at 6:00 a.m.  
Ending \_\_\_\_\_ at 12:00 a.m.

**Effective Date for Sales:** Beginning \_\_\_\_\_ at 6:00 a.m.  
Ending \_\_\_\_\_ at 11:59 p.m.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TULALIP TRIBES OF WASHINGTON

BY: \_\_\_\_\_

Gus Taylor, Executive Director  
Public Works / Tax & Licensing Division

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**I HAVE READ THE TERMS OF THIS LICENSE, AND I ACCEPT AND AGREE TO THE TERMS AND CONDITIONS HEREOF.**

\_\_\_\_\_  
**LICENSEE**