



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item K July 19, 2010

SUBJECT: Approval of request for a Fireworks Display Permit from Novi Palooza, LLC to be held at Rock Financial Showplace, 46100 Grand River Avenue, on July 30, 2010 subject to final inspection by the Novi Fire Department.

SUBMITTING DEPARTMENT: City Clerk

AB
m.c.

CITY MANAGER APPROVAL:

[Signature]

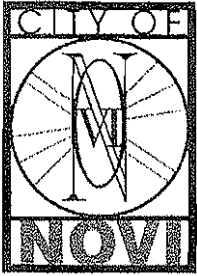
BACKGROUND INFORMATION:

Novi Palooza, LLC has applied for a Fireworks Display Permit through Colonial Fireworks Company for Friday, July 30, 2010, with a rain date of Saturday, July 31, 2010. The fireworks launch site is located east of Rock Financial Showplace adjacent to Taft Road.

RECOMMENDED ACTION: Approval of request for a Fireworks Display Permit from Novi Palooza, LLC to be held at Rock Financial Showplace, 46100 Grand River Avenue, on July 30, 2010 subject to final inspection by the Novi Fire Department.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



July 13, 2010

TO: Maryanne Cornelius, Novi City Clerk

FROM: Fire Marshal Evans

RE: Application for Fireworks Display Permit, Novi Palooza, on the grounds of the Rock Financial Showplace, 46100 Grand River Ave. – July 30, 2010

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

Justin Fischer

City Manager
Clay J. Pearson

Director of Public Safety
David Molloy

Director of Fire and EMS
Jeffrey Johnson

The permit application to conduct a fireworks display has been reviewed for compliance with the following laws and codes:

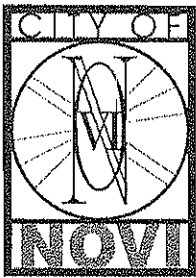
*2006 International Fire Code (City adopted Fire Prevention Code)
P.A. 328 of 1931 as Amended, State of Michigan Fireworks Law
NFPA 1123, Code for Fireworks Display*

With the correction of the items listed below, the above application is now **RECOMMENDED for APPROVAL**.

1. **Completed:** The ATF Fireworks Display Permit issued to Colonial Fireworks shall be provided with the application.
Colonial Fireworks Co. has provided a copy of their ATF License.
2. **Completed:** It shall be clarified how the general public will be kept away from the fireworks firing area and the safe zone.
According to a letter issued by Novi Palooza, LLC, the public access will be blocked by fencing that will surround the festival area.
3. **Completed:** Taft Rd. north of Grand River Ave. shall be closed to any unauthorized traffic from 9:30 PM until 30 minutes after the show is completed. Provisions for this closure shall be provided in writing.
According to a letter issued by Novi Palooza, LLC, a road closure application has been submitted to the city. Their plan is to place a moveable road barricade across Taft Rd. Novi Palooza will be responsible for moving the barricade.
4. **Completed:** Details of the storage method and location of the fireworks prior to the show shall be provided and shall be in compliance with NFPA 1123.
Colonial Fireworks Co. has detailed their fireworks storage plan that is in compliance with NFPA 1123.
5. **Completed:** The proposed firing method of the pyrotechnics devices shall be provided.
Colonial Fireworks Co. has detailed their firing method that is in compliance with NFPA 1123.
6. **Completed:** It shall be clarified who will be responsible to inspect the fallout area immediately after the show as well as the following morning for any hazardous debris or unexploded shells.
Colonial Fireworks Co. has indicated in writing that they will be responsible for inspecting the fallout area after the show for any hazardous debris or unexploded shells.
7. **Completed:** It shall be detailed in writing who will be responsible for reimbursing the City of Novi for the fire protection personnel and apparatus that is required to be standing by during this event.
Novi Palooza has agreed in writing to reimbursing the City of Novi for the expense of providing a fire watch standby during the fireworks event.

Novi Fire Department
42975 Grand River Ave.
Novi, Michigan 48375
248.349-2162
248.349-1724 fax

cityofnovi.org



Fireworks Display Review – Novi Palooza
July 30, 2010
Page 2 of 2

This fireworks show is proposed to have a 4.0" shell as the largest shell to be shot off. This review and approval is based on this information and the letters provided by Colonial Fireworks Co. *At no time shall a shell larger than 4.0" be used in this show.*

It shall be noted, that whenever, in the opinion of the Director of Fire and EMS or his designee, any hazardous condition exists, the fireworks display shall be postponed until the condition is corrected. In addition, if high winds, precipitation, or other adverse weather conditions prevail such that a significant hazard exists in the opinion of the Director of Fire and EMS or his designee or the operator, the fireworks display shall be postponed until weather conditions improve to a reasonable level.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Evans'.

Michael W. Evans
Fire Marshal

cc: Tom Lindburg, Deputy Police Chief
Blair Bowman, Novi Palooza, LLC
Colonial Fireworks

Permit for Fireworks Display
Michigan Department of Labor & Economic Growth
Bureau of Fire Services
P.O. Box 30700
517-241-8847

Authority:	1956 PA 358	The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, mental status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to the agency.
Compliance:	Required	
Penalty:	Misdemeanor	

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

<input checked="" type="checkbox"/> Public Display		<input type="checkbox"/> Agricultural Pest Control	
ISSUED TO COLONIAL FIREWORKS COMPANY			AGE (18 or over)
ADDRESS 6480 TOMER RD CLAYTON MI			
NAME OF ORGANIZATION, GROUP, FIRM, OR CORPORATION NOVI PALOOZA, LLC. 46100 GRAND RIVER AVE NOVI, MI 48374			
NUMBER AND TYPES OF FIREWORKS 240 3" AERIAL DISPLAY SHELLS 36 4" AERIAL DISPLAY SHELLS 20 MULTI-SHOT BARRAGE (CAKE) ITEMS			
EXACT LOCATION OF DISPLAY PROPERTY LOCATED EAST OF ROCK FINANCIAL SQUARE ADJACENT TO TAFT ROAD			
CITY, VILLAGE, TOWNSHIP NOVI		DATE JULY 30, 2010 RD: 7/31/2010	TIME 10:00PM
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			AMOUNT \$10 MILLION

Issued by action of the	<input type="checkbox"/> council	<input type="checkbox"/> commission	<input type="checkbox"/> board of
<input type="checkbox"/> city	<input type="checkbox"/> village	<input type="checkbox"/> township of _____	on the _____ day of _____ 20_____
_____ (Signature and Title of Council/Commission/Board Representative)			

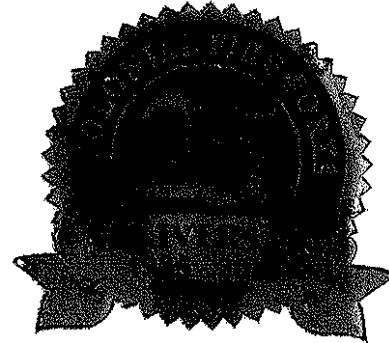


Colonial Fireworks Co.

The New Revolution in Fireworks



June 30, 2010



Shelby Wallach
Novi Palooza LLC
46100 Grand River Ave
Novi, MI 48374

Dear Shelby:

It was a pleasure to meet with you. Thank you for returning the paperwork for the Novi Palooza fireworks display scheduled for July 30, 2010 in the amount of \$3,500 (raindate 7/31/10). Enclosed please find a copy of the Fully-Executed Contract, Certificate of Insurance, Deposit Invoice, and Permit Application and Permit w/attachments. Please forward a copy of the approved permit upon receipt.

We certainly look forward to working with you this year. If you have questions or need further information, please call me or Jason Lynch at 877-257-9977.

Sincerely,

COLONIAL FIREWORKS

Charlie Pick

Charlie Pick

Enclosures: Fully-Executed Contract, Certificate of Insurance, Deposit Invoice, Permit Application and Permit w/attachments.



MANUFACTURING - 6480 Tomer Rd., Clayton, MI 49235 • 800-882-9323 • Fax 517-436-3269



ADMINISTRATION - 5225 Telegraph Rd., Toledo, OH 43612 • 877-257-9977 • Fax 419-476-0929



Colonial Fireworks Company, Inc.
Contract and Agreement for Service

THIS CONTRACT AND AGREEMENT for the sale of services made and concluded on 6/22/2010, between Colonial Fireworks Company, Inc., (referred to as CFCI) and

~~Rock Financial Showplace of Novi, MI~~
(Referred to as Purchaser).

Navipalooza LLC.

CFCI and the Purchaser do hereby acknowledge the terms and conditions hereinafter mentioned and mutually agree to their respective clauses and agree to comply with all terms, conditions and payments of this contract:

CFCI agrees:

- 1) To sell, furnish and deliver to the Purchaser, products and services as mutually agreed to via written instruments such as program outlines or display synopsis which is incorporated herein and attached hereto as Exhibit "A" on the date of: Display Date: July 30, 2010, Postponement Date: 7/31/2010
- 2) CFCI further agrees to provide the required equipment, trained personnel, product and insurance to properly present the program as defined.
- 3) CFCI agrees to indemnify and hold harmless the Purchaser and its agents, and employees from and against claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the display by CFCI. The Purchaser agrees to give CFCI prompt notice of any claims or demands and to cooperate with CFCI or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. CFCI shall also provide the Purchaser with a certificate of insurance covering the use of the effects for this event prior to the display date for review. Any charge incurred from the insurance provider for additional insurance after the original application has been submitted shall be the responsibility of the Purchaser.

Purchaser agrees:

- 4) To a contract amount of ~~\$3,500.00~~, with 50% due upon signing of this contract and the balance due within 15 days of the completion of the services. All payments are to be made by purchase order, bank draft or certified check payable to Colonial Fireworks. All payments, notices and other correspondences shall be forwarded to Colonial Fireworks, 5225 Telegraph Road, Toledo, Ohio 43612. If monies due under the terms of this contract become in the rear of 30 days or more CFCI is entitled to the recovery of all past due amounts plus 1.5% interest, per month on all amounts past due after the 30 days.
- 5) In the event the program is canceled, in whole or in part, due to force majeure or any other cause beyond Purchaser's reasonable control ("Force Majeure"), CFCI and Purchaser shall have good faith negotiations to determine an adjustment of CFCI's payment to reflect the services actually provided. However, if the Program is canceled in its entirety on the display date due to Force Majeure, then CFCI's fee shall be equivalent to services actually incurred. Every effort will be made to conduct all events on the display date and time in the appropriate manner as designed.
- 6) Should inclement weather prevent the firing of the display on the display date, the parties agree to a mutually convenient rain date as stated above. The determination to cancel the display due to inclement weather shall rest within the sole discretion of CFCI. In the event the Purchaser does not choose to reschedule the event or cannot agree to a mutually convenient date with CFCI, then CFCI shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.
- 7) This contract shall be deemed made in the State of Michigan and shall be held in accordance with the laws of the State of Michigan. Both parties agree and consent to the jurisdiction of Michigan to determine conflicts regarding the language and payments to be made under this contract.
- 8) Following the program's completion, the Purchaser is solely responsible for ALL cleanup and polishing of the program area, including but not limited to the removal of all trash, sets, lumber, frames and confetti products which may be used during the event.
- 9) The parties agree that they are each independent contractors and that neither is the agent, servant or employee of the other, and that neither has the authority, express or implied, to bind the other to any obligations whatsoever. Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.
- 10) The Purchaser agrees to hold CFCI harmless and defend CFCI from any and all claims brought against CFCI by employees or sponsors of the Purchaser for any and all acts of the Purchaser relating to the event for which the display is performed.
- 11) Prior to, during and following the event the Purchaser agrees to the responsibility of keeping all persons out of the designated display area as defined by CFCI's technicians in conjunction with NFPA 1123 & 1126. This is with exception to CFCI employees & designees.
- 12) CFCI solely reserves the right to make minor modifications to the program content provided that said changes do not adversely effect the material content, pricing level of the program, display performance or character of the event.
- 13) CFCI holds the right to cancel any program at its discretion due to unforeseen safety issues which may go uncorrected or unattended to. This cancellation will be discussed with the Purchaser and every attempt will be made to correct any issues. All final decisions will be made on the side of safety. If cancellation occurs for said reasons, Purchaser will pay CFCI for all reasonable cost for the delivery and return of display.
- 14) With exception to paragraph 6 above, in the event of fire, accident, strike, delay, floods, act of God or other causes beyond the control of CFCI, which prevent the delivery of the program the parties hereto release each other from any and all performances of the articles contained herein and from damages resulting from the breach of this contract.
- 15) To provide a safe and suitable location to display the event. With regard to indoor events, it is also agreed upon that a safe haven, by means of a locked room or secure area, will be provided to prepare the effects to be used during the event. Access will be allowed to CFCI personnel only during the course of the event. The proper amount of preparatory time will be allowed for so that the event can be safely set up, tested and fired as outlined in NFPA 1123 & 1126.

Special Conditions:

- 16) The parties, by execution hereof do hereby mutually and severally guarantee terms, conditions and payments of this Agreement. Any and all changes, modifications, corrections or additions to this contract shall be attached as Exhibit "B". This document shall be binding upon the parties themselves, their heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

Purchaser's Signature

DATE

CFCI Representative

DATE

6/30/10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2010

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 Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd. Cleveland OH 44139	CONTACT NAME: PHONE (A/C No. Ext): 440-248-4711		FAX (A/C. No): 440-544-1234
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED Colonial Fireworks Company 6480 Tomer Road Clayton MI 49235	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Co		
	INSURER B: Granite State Insurance Co.		
	INSURER C: Axis Surplus Ins Company		
	INSURER D: INSURER E: INSURER F:		

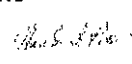
COVERAGES **CERTIFICATE NUMBER:** 1449616383 **REVISION NUMBER:**

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/SUBR (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		1619924-02	2/15/2010	2/15/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA62658539	2/15/2010	2/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		EAU705977	2/15/2010	2/15/2011	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATUTORY LIMITS 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)

SHOW NO: 2010-089 DATE: JULY 30, 2010 RAINDATE: 7/31/10
 LOCATION: PROPERTY LOCATED EAST OF ROCK FINANCIAL SQUARE ADJACENT TO TAFT ROAD
 ADDITIONAL INSURED: CITY OF NOVI; NOVI PALOOZA LLC; BOCO ENTERPRISES, INC; TBOB LLC; EPOCH ENTERPRISES, INC; QUICKEN LOANS dba ROCK FINANCIAL; ALL OWNERS, OFFICERS, AGENTS AND EMPLOYEES OF ABOVE ENTITIES.

CERTIFICATE HOLDER NOVI PALOOZA, LLC. BLAIR BOWMAN, MANAGER 46100 GRAND RIVER AVE NOVI MI 48374	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 
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Application for Fireworks Display Permit
 Michigan Department of Labor & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 517-241-8847

Authority: 1968 PA 258	The Department of Labor will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

<input checked="" type="checkbox"/> Public Display	<input type="checkbox"/> Agricultural Pest Control	DATE OF APPLICATION JUNE 30, 2010
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NAME OF APPLICANT COLONIAL FIREWORKS F.B.O NOVI PALOOZA, LLC.	ADDRESS 6480 TOMER RD CLAYTON MI	AGE (18 or over)
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IF CORPORATION, NAME OF PRESIDENT GREGORY TREMONTI	ADDRESS 500 RIVERSIDE ROSSFORD OH
--	---

IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT (MICHIGAN RESIDENT CORPORATION)	ADDRESS	TELEPHONE NUMBER
--	---------	------------------

NAME OF PYROTECHNIC OPERATOR CHARLES PICK	ADDRESS 10415 TOMER RD CLAYTON, MI 49235	AGE (18 or over) 63
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NO. YEARS EXPERIENCE 30+	NO. DISPLAYS 1000+	WHERE THROUGHOUT MICHIGAN AND OHIO
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NAME OF ASSISTANT WESLEY BUTLER	ADDRESS 7441 1/2 TOMER RD CLAYTON, MI 49235	AGE 23
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NAME OF OTHER ASSISTANT CHRISTOPHER BUTLER	ADDRESS 7441 1/2 TOMER RD CLAYTON, MI 49235	AGE 25
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EXACT LOCATION OF PROPOSED DISPLAY
PROPERTY LOCATED EAST OF ROCK FINANCIAL SQUARE ADJACENT TO TAFT ROAD

DATE OF PROPOSED DISPLAY JULY 30, 2010 RD: 7/31/2010	TIME OF PROPOSED DISPLAY 10:00PM
--	--

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED
240	3" AERIAL DISPLAY SHELLS
36	4" AERIAL DISPLAY SHELLS
20	MULTI-SHOT BARRAGE (CAKE) ITEMS

MANNER AND PLACE OF STORAGE PRIOR TO DISPLAY (Subject to Approval of Local Fire Authorities)
COLONIAL FIREWORKS COMPANY VEHICLE

AMOUNT OF BOND OR INSURANCE (To be set by local government) \$10 MILLION	NAME OF BONDING CORPORATION OR INSURANCE COMPANY BRITTON GALLAGHER & ASSOC
--	--

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
6240 SOM CENTER RD SOLON OH

SIGNATURE OF APPLICANT


COLONIAL FIREWORKS
5225 TELEGRAPH ROAD TOLEDO OH 43612
PHONE 877-257-9977 FAX 419-476-0929

DIAGRAM AND FIRING SITE INFORMATION

At Colonial Fireworks safety is our utmost concern, in order to provide that it is imperative that you supply us with a diagram and/or map of the display area. This will allow us to review the area and see where the spectators, parking areas and buildings will be in relationship to the firing site.

Below is a checklist that will assist you in completing the map and/or diagram. If the item listed does not apply – do not leave the space blank, please insert "N/A" – this will help us in determining if the omission was an oversight or that it really does not apply.

When completing the next section, please use distance in feet from the firing site to the following areas:

- 1) Spectators/Audience/Viewing Area 300 feet
- 2) Parking Areas 712 feet
- 3) Occupied Buildings 400 feet
- 4) Public Buildings (schools, hospitals, etc.) — feet
- 5) Explosive/Toxics, Gasoline Pumps, etc.) — feet
- 6) Temporary Event Set-ups (Tents, rides, etc.) 350 feet
- 7) Highways, Streets, Roads 300 feet
- 8) Obstructions Overhead (powerlines, lights, etc.) — feet
- 9) Active Railroads — feet

I have completed the above information to the best of my knowledge.

Shelby Wallach
Name and Title

Guy Wallach
Signature

6/29/10
Date

Safe shows are a result of proper planning. As always, it is our goal to provide you with the best display for your event dollar, with safety being our number one concern.

NOVI PALOOZA 2010
JULY 30 - AUGUST 1, 2010
ROCK FINANCIAL SHOWPLACE

