

BANNER PERMIT AGREEMENT

_____, a Community Organization (hereinafter Organization), has applied to the City of Belvidere for a Banner Permit (the Permit), pursuant to Article II of Chapter 98 of the Belvidere Municipal Code. In order to induce the City to issue the Permit, the Organization agrees as follows:

- 1) The Organization agrees that the permit, and permission to erect the Banner applied for, is a privilege and not a right and the decision to issue such a permit is discretionary in nature. The Director of Public Works or his Designee (sometimes referred to herein jointly as the Director) may deny any Permit for a Banner or order its removal, if the Banner, in the Director's opinion, would constitute a public danger or hazard or for any other reason set forth in the Belvidere Municipal Code (the Code). Any order, including an order to remove the banner, regulation or law affecting the banner constitutes a valid time, place or manner restriction and therefore, the Organization agrees not to bring any action against the City of Belvidere (the City) on account of the banner or any order, regulation or law affecting the banner.
- 2) The City, upon issuance of the Permit, will install the banner upon the designated location identified by the Director at the time specified by the Director.
- 3) The Organization agrees to pay the fee of \$100.00 established by the Belvidere Municipal Code prior to the issuance of a Permit. The Organization understands and agrees that the fee is meant to cover the City's cost of administering Banner Permits and is reasonably related to the City's actual cost. However, as set forth in the Code, the Organization agrees to pay all of the City's cost of installing and removing the Banner which may exceed the \$100.00 permit fee. Payment of any amount over the \$100.00 shall be paid within 15 days of invoice from the City. A failure to pay said additional amount shall not only be deemed a breach of this Agreement, but shall also be an ordinance violation of the Code subjecting the Organization to fines and penalties through ordinance enforcement.
- 4) The Organization agrees that the Banner shall not contain any obscene, sexually oriented or other prurient images or text or other images or text which would be offensive to the reasonable person. The Organization agrees that, in light of the proposed location of the banner, on City owned poles above City Streets, the aforementioned restrictions on speech constitute a valid time, place or manner restriction.
- 5) The Organization agrees that the City may remove the Banner at any time the Director deems the Banner unsafe, if the Banner or the Organization violate this Agreement or the Code, upon the expiration of the permit, if the Director deems removal necessary to accommodate maintenance or repair of City or other property, or if the Banner obstructs traffic in any manner.
- 6) The City shall not responsible for any damage or deterioration to the Banner or other property of the Organization whether that damage is caused during the installation or removal or otherwise.
- 7) The Organization agrees to reimburse the City for any damage or injury caused to any City property or the property or person of any third person which is any way caused by or related to the Banner, including, but not limited to, damage or injury incurred during the installation or removal of the Banner by City employees. Further, to the fullest extent permitted by law, the Organization, its members, officers, agents, employees and assigns agree to hold harmless, indemnify, defend and reimburse the City, its officials, employees and assigns from any actions, activities or failure to act by the Organization, its members, employees, officers and agents and independent contractors arising out of the, or in any way related to the Banner or in any way connected to this Agreement, excepting those negligent acts or omissions of the City. The indemnification contained herein is not intended to circumvent or otherwise diminish any provision set forth in the Illinois governmental and Governmental Employee Tort Immunity Act.

Date: _____

By: _____
Name of Organization

By: _____
Name of Person Executing
for Organization

Its: _____
Title of Person Executing
for Organization

CITY OF BELVIDERE BANNER PERMIT

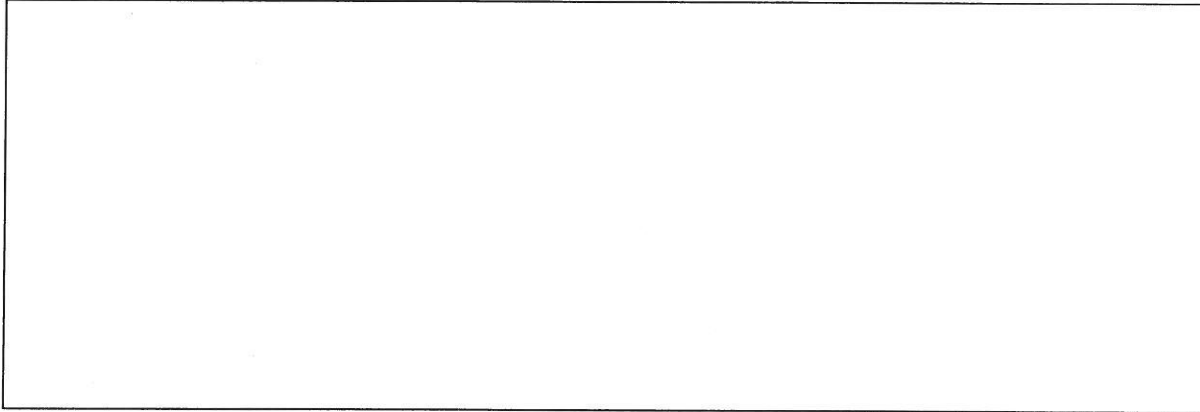
Firm or Group: _____ Date Received: _____

Address: _____ Phone Number: _____

City, State, Zip: _____ Contact Person: _____

Description of Event:

Date of Event: _____



Attach a picture of the banner, or sketch the proposed banner above.

NOTE: No private companies or individual logos shall be allowed on the banner.

The banner will be displayed a total of fourteen (14) calendar days prior to the actual date of the event.

The undersigned hereby declares that they have complied with all provisions of the Banner Ordinance, including the execution of a hold harmless agreement with the City and that the \$100.00 installation and removal fee has been paid to the City Clerk.

Signature

Title: _____

APPROVALS:

City Clerk

Date: _____

BANNER SPECIFICATIONS

SIZE:

Must be 3' in height and a maximum of 20' in length

MATERIAL:

Minimum 19 ounce vinyl

CONSTRUCTION:

Banner shall be hemmed on all four sides with reinforced corners. Grommets to be located every two feet along top and bottom of banner. Three evenly spaced rows of 6" wind pockets with corner holes shall be placed along banner, alternately located 12" apart, as shown below:

