



Application Date: _____, 200_____

Town of Abingdon, Virginia
 Department of Public Works
BANNER DISPLAY PERMIT APPLICATION

APPLICANT/ORGANIZATION		
ADDRESS – PO BOX		
ADDRESS – STREET		
CITY, STATE, ZIP		
DAYTIME PHONE NUMBERS (Organization)	Voice: ()	FAX: ()
NAME OF ACTIVITY		
DATE(S) OF ACTIVITY		
DESIRED BANNER DISPLAY DATES (see item 2 of requirements)	FROM:	TO:
NAME OF RESPONSIBLE PERSON		
DAYTIME PHONE NUMBERS And E-Mail (Responsible Person)	Voice: ()	FAX: ()
	E-Mail Address:	

I certify that I have read and understand the requirements on the back of this application and further certify that I accept responsibility for carrying out the requirements stated therein for the applicant if the banner display is approved by the Town.

Signed by: _____
 (Signature) Applicant/Responsible Party (Name – Printed)

Title: _____

The Certificate of Insurance is attached: _____

The fee for Banner installation and removal is hereby stated to be: \$ (N/A)

Date Received: _____
 By: _____
 (initials)

PERMIT RECOMMENDED:

 (Director of Public Works)

 (Date)

The Town of Abingdon **Banner Display Requirements** are as follows:

1. Installation, maintenance, repair and/or removal of said banner(s) shall be at the sole expense of the Permittee except as set out below. Application for said permit shall be made at least seven (7) work days prior to the desired installation date. Installation and removal of the banner(s) shall be made dependent upon the availability of men and equipment, display space and any other circumstances, which may impact the display period.
2. Banners shall not be displayed more than 14 days in advance of the first day scheduled for an event.
3. Banners will only be permitted for local events or activities of general public interest. Banners with a personal message or of an individual nature will not be allowed.
4. Prior to the requested display date the applicant shall deliver the banner to the Abingdon Public Works Garage located at 285 Kings Mountain Drive and shall pick it up from that location within two (2) weeks after the display period. **The Town shall not be responsible for banners left longer than two weeks after the display period.**
5. If during the period of the Permit, the Town's personnel require access to its facilities on its pole(s) and said pole has affixed to it said banner(s), the Town shall have the right to remove said banner(s) and replace them after its work is completed. If the Permit expires while the Town's work is underway, the Town shall have the right to take the removed banner back to its facilities and notify the applicant of removal of the banner(s). When possible, this notification will be made within two regular working days.
6. The applicant shall obtain any other permits which may be required from other governmental, state and/or local agencies before the installation of said banner(s) over or on public right of way. A copy of said permit(s) shall be submitted to the Town before the permit is issued.
- 7a. Banner(s) shall be constructed of a quality material to sustain and support said banner(s) during the period covered by this Permit. They shall be constructed so as to create as little wind resistance as possible. The Town shall install or have installed said banner(s) on its poles and shall also have the right to periodically inspect and remove said installations if warranted. The Town reserves the right to reject any banner which is deemed inappropriate for installation, or to remove any banner which becomes damaged, insecure, hazardous, or unstable in any manner.
- 7b. Banner(s) shall not be longer than 35-feet nor taller than 36-inches.
8. During the period of this Permit, Permittee, at its own cost and expense, will keep in force commercial general liability insurance covering both bodily injury, including death, and property damage, with limits of not less than \$1,000,000.00 each occurrence and in the aggregate, in such form and with such insurance company as shall be satisfactory to the Town. The Permittee shall furnish to the Town, before the permit is issued, certificates of such insurance, designating the Town as a certificate holder and indicating on the certificate that it is issued for the purpose of the requested banner display. The certificate shall provide that the insurance company will give the Town ten (10) days written notice of any cancellation of or material change in said insurance coverage.
9. Permittee shall and hereby agrees to indemnify and save harmless the Town, its officers, employees and agents, from and against any and all claims, demands, suits, judgments, recoveries and liabilities for injuries to or death of any person or persons whomsoever and for loss of, or damage to, any property whatsoever and for any and all penalties, fines, prosecutions, statutory recoveries (whether civil or criminal) and governmental actions arising from or in any manner growing out of the Permittee's utilization of the Town's poles or arising from or growing out of the privileges herein granted to the Permittee or its exercise of any of such privileges to the extent permitted by the laws of the Commonwealth of Virginia. Nothing herein shall be deemed as an express or implied waiver of the sovereign immunity of the Commonwealth or the Town of Abingdon.
10. Permittee understands that said banner(s) will be installed by the Town or its designated agent on the Town's poles on or after the requested display date and removed within five (5) work days after the requested removal date, and further understands that the Town may remove and dispose of any banner(s) left on its facilities after such removal date without liability therefrom.
11. Either party hereto may cancel this Permit by giving three (3) days written notice to the other party by U. S. Mail or hand delivery.