



CITY OF FENTON

301 South Leroy Street ♦ Fenton, Michigan 48430-2196 ♦ (810) 629-2261 ♦ FAX (810) 629-2004

Application to Hang Banner over Street Right-of-Way

Date _____

1. Applicant Identification

Name of Group _____

Address _____

City/State/Zip _____

Phone (____) _____ Fax (____) _____

Authorized Agent _____

Signature of Authorized Agent _____

2. Banner Information

Location of Banner (s) _____

Date Banner to be Erected _____

Date Banner to be Removed _____

Received by _____

Date _____

3. Banner Specifications. Banners shall meet the following specifications

- a. 16 oz. material or 200 denier nylon
- b. Maximum Height (3'6")
- c. Minimum Length 20'
- d. Wind cuts or wind flaps required
- e. Sewn in hem
- f. Grommets/Steel Cables/Upper & Lower

____ Permission from utility provided

____ Proof of insurance provided

____ Indemnification agreement signed

____ Checked by Inspection Department

Approved by Council on _____

Permit Approved on _____ City Clerk _____



APPLICATION FOR PERMISSION TO HANG BANNERS OVER CITY STREETS
COUNCIL POLICY Adopted 11/23/87

Applications for permission to hang banners over City street must be approved by the City Council. In order to be included on a Council Agenda, the application must be filed by noon of the Wednesday preceding the Council meeting.

Only banners advertising public entertainment or events will be allowed.

Applications must include the following information:

1. The exact location of the proposed banner (Banners must be securely fastened at a height of at least 14 ft. above the street surface).
2. The event the proposed banner will advertise.
3. The dates the proposed banner will be displayed (May be erected no more than 14 days prior o the event and must be removed within one business day after the event).

If approved by Council, the following requirements must be met before the proposed banner is erected.

1. Applicant must provide written permission from the utility owning the poles from which they propose to hang the banner (Consumers Energy Co, 3201 Court Street, Flint , MI 48501, (810) 760-3352.
2. Applicant must provide proof of insurance showing a minimum coverage of \$300,000 combined bodily injury and public liability with the City named as additional insured.
3. Applicant must sign the attached indemnification agreement holding the City harmless from any possible damages or injuries related to the banner in any way.
4. The inspection department must be notified of the time the banner will be erected so it can be inspected for safety.
5. Failure to comply with any of the above requirements will be grounds for denial of the application and/or removal of the banner.



INDEMNIFICATION AGREEMENT

WHEREAS, we are desirous of erecting and displaying a message banner across a City street to promote the below activity;

and

WHEREAS, the banner is to be displayed between the dates indicated below;

and

WHEREAS, we have received the proper written approvals from Consumers Energy or any other owner of the utility poles to be used to attach said banner and have provided copies of the approvals with the City;

and

WHEREAS, the City of Fenton is willing to comply with the request;

NOW THEREFORE, the City of Fenton permitting the display of a message banner over a City street on the dates indicated below, we agree to assume any and all liability and to hold the City of Fenton harmless against any liability which may arise due to our erecting and display of said message banner. We further agree to defend and indemnify the City of Fenton from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed, or recovered against or from the City of Fenton by reason of any damage to property, personal injury to bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arises or is incident to or any way connected with the erection or display of said banner, and regardless of which claim demand, damage, loss, cost of expenses is caused in whole or in part by the negligence of the group, by third parties, or by agents, servants, employees or factors of any of them.

We further acknowledge that the City of Fenton assumes no responsibility for any damages or injuries which may occur from the said message banner erection and display.



Name of Group _____

Address _____

City/State/Zip _____

Phone _____

Event _____

Dates of Banner Display **Start** _____ **End** _____

Location (s) _____

Authorized Representative (Print) _____ **Title** _____

Authorized Signature _____ **Date** _____


