

# CITY OF HOLLISTER

## PROCEDURES FOR BANNER PERMIT

### PLACEMENT OF BANNERS:

The placement of Banners announcing special events over San Benito Street requires that the sponsoring organization have permission from the City of Hollister. The banner shall be in place only for two (2) weeks prior to the event or earlier.

An executed Hold Harmless Agreement shall be filed with the City Clerk's office.

### INSURANCE REQUIREMENTS:

A Certificate of Insurance naming the City of Hollister as an additional insured is required. Recommended coverage for Comprehensive General Liability in the amount of 1,000,000.

### BANNER INSTALLATION

The City of Hollister requires a fee of \$150.00, due at the time of application for installing and removing the banner.

### BANNERS MUST HAVE EIGHT (8) WIND HOLES!

Please see attached Banner Specifications Sheet.

# CITY OF HOLLISTER

## APPLICATION FOR BANNER/ENCROACHMENT PERMIT OVER SAN BENITO STREET

Reservations must be made no later than one month in advance of the event with the City Clerk's Office, 375 Fifth Street, Hollister, CA 95023, (831) 636-4300.

Non-Profit Organization: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Numbers: Day \_\_\_\_\_ Evenings \_\_\_\_\_

Email: \_\_\_\_\_

Date sign goes up: \_\_\_\_\_ Date sign comes down: \_\_\_\_\_

Event to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Hang Banner over San Benito Street Announcing (verbiage on banner):

An executed Hold Harmless Agreement and a Certificate of Insurance naming the City of Hollister as an additional insured must be attached.

Applicant/Organization agrees to comply with the Policy for Use of Signs adopted by Resolution No. 2014-134.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Approved by the City Manager or his designee:

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Date

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

\_\_\_\_\_, its employees, agents, officers, representatives, contractors, heirs and assigns, (collectively "Applicant"), hereby WAIVES, RELEASES AND DISCHARGES any and all claims against the City of Hollister and/or its employees, officers, agents, or contractors, (collectively "City"), for death, personal injury, property damage, or any other damages which Applicant may have or suffer, or which may hereafter accrue, as a result of the:

- Block Party
- Parade
- Public Event
- Banner/Sign
- Other \_\_\_\_\_

("the Activity"). This RELEASE is intended to discharge the City in advance from any and all liability arising out of or connected in any way with the Activity, even though that liability may arise out of negligence or carelessness on the part of the City.

Applicant further understands that accidents, whether of a serious or minor nature, occasionally occur during the course of an Activity such as that for which Applicant has requested permission from the City of Hollister; and that participants may occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of the Activity, Applicant ASSUMES those risks and agrees to RELEASE AND HOLD HARMLESS the City regardless of whether or not any injury or damage is caused in part by the City.

It is further understood and agreed that this WAIVER, RELEASE AND ASSUMPTION OF RISK is to be binding on Applicant, and such individuals or entities comprising Applicant, and Applicant will make no claim against, sue, attach the property of, or prosecute the City for injury or damage or economic loss resulting from the negligence or other acts or omissions, howsoever caused, of City, as a result of Applicant's participation in, or City's authorization of the Activity, or any other act or omission of City relating to the Activity.

Applicant shall INDEMNIFY, RELEASE AND HOLD HARMLESS the City from:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Applicant, and damages to or destruction of any property of City or Applicant, or any economic loss suffered by Applicant, arising out of or in any manner directly or indirectly connected with the Activity, however caused and regardless of whether or not caused in part by the City.

(b) Any and all damages, costs, expenses, or penalties, imposed on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Applicant.

Applicant shall, at its own cost, expense and risk, defend all suits, actions, or other legal proceedings of every kind that may be brought or instituted by third persons against the City, relating to the Activity, or to enforce any penalty relating to the Activity. Applicant shall pay and satisfy any judgment, award, decree or penalty assessment that may be rendered against City, in any such suit, action or other legal proceedings. Applicant shall reimburse City for any and all legal expenses and costs incurred by City in connection therewith or in enforcing this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Applicant to indemnify the City from any claim arising from the sole negligence or willful misconduct of the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT

# BANNER SPECIFICATIONS

Interlocking 4" Snap Hook 4 each, 1 for each corner →

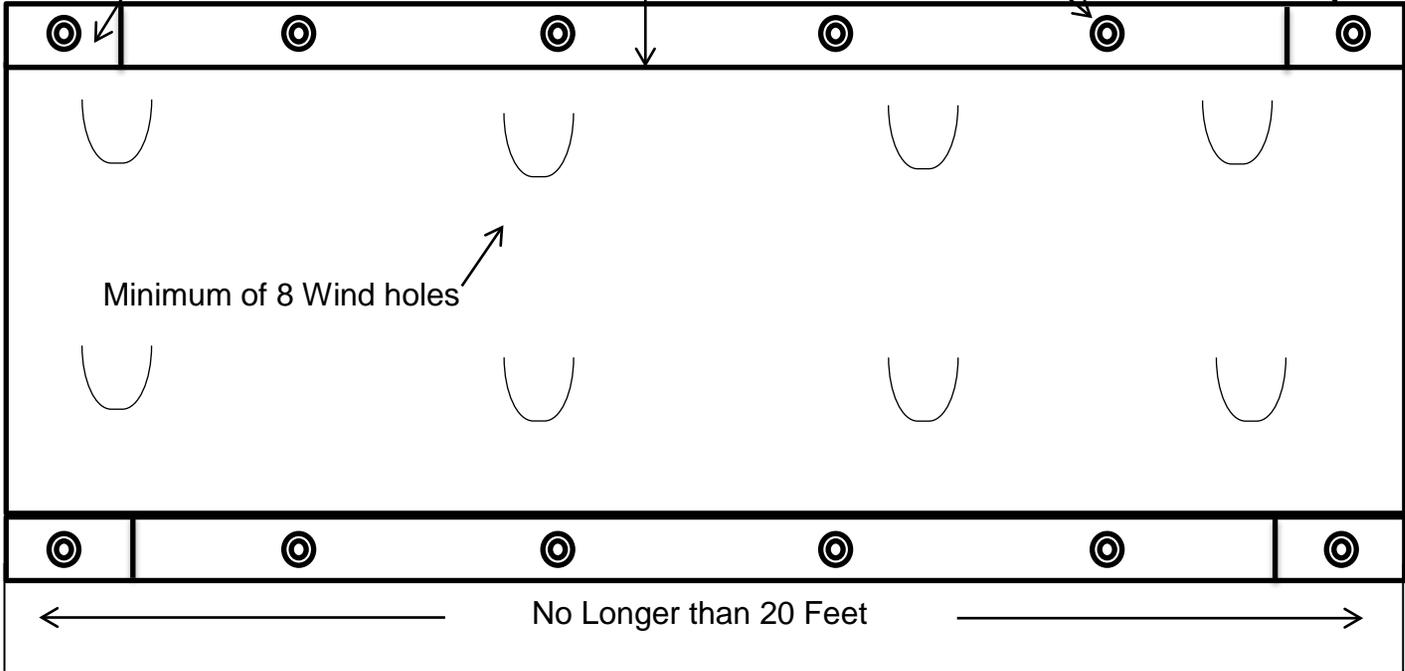


Super Reinforced

Corners to hold up to strong winds

Reinforced Seams

Grommets every 2 feet



Minimum of 8 Wind holes

No wider than 3 feet

No Longer than 20 Feet

13 oz Minimum Banner Thickness