

## **City of Hollister**

### **Procedures for Sign on 400 Block of San Benito Street**

**Policy Approved and Adopted by the City Council of the  
City of Hollister by Resolution No. 2010-24, dated March  
15, 2010.**

Applicant shall submit the following to the City Clerk's Office:

1. Application
2. Hold Harmless Agreement
3. Certificate of Insurance naming the City of Hollister as an additional insured – Comprehensive General Liability in the amount of \$1,000,000.

**Reminder:**

Signs can only be placed on the existing posts for no more than two weeks.

Applicants must hang and remove their own sign.

**Signs must be removed by 12:00 p.m the date the sign is to come down.**

The City of Hollister will only remove signs if they are not removed when the approved or allowed time frame expires. The City of Hollister will not store or maintain or be responsible for said signs.

# CITY OF HOLLISTER

## APPLICATION FOR SIGN ON THE 400 BLOCK OF 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: \_\_\_\_\_

**Sign must be down by 12:00 p.m.**

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

OR  
from \_\_\_\_\_ 20 to \_\_\_\_\_ 20

Exact verbiage on Sign will be:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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. 2002-288.

\_\_\_\_\_  
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

Revised on: 10/07/2015