



## City of Tumwater Banner Policy

**PURPOSE:** The purpose of this policy is to govern the use of street banners installed on City-owned banner poles. Use of the banner poles is intended to increase tourism and advertise events for the enjoyment of the community.

**ELIGIBILITY REQUIREMENTS:** Banners in association with a community event that will take place in the City of Tumwater or an event that is funded by Tumwater Lodging Tax are eligible for placement. Banners for the purpose of commercial advertising are not allowed.

To participate in the street banner program, the group or organization must be one or more of the following:

- funded through the Tumwater Lodging Tax program;
- sponsored by the City of Tumwater;
- a public school or college/university; or
- a public agency

**APPLICATION FOR PERMIT:** A Banner Permit and Agreement may be obtained on the City website or from the City of Tumwater Executive Department, 555 Israel Road SW, Tumwater, WA 98501. The application must contain the following information:

- Contact name, address, and phone number
- Organization's name/Sponsoring agency
- Name, description and date(s) of event
- Date banner is to be installed
- Date banner will be removed and picked up by the organization
- Mock up or sample of proposed banner
- Copy of certificate of liability insurance and signed Banner Permit and Agreement - Permit fee of \$300.00. (There will be no refunds unless the application is denied.)

**SCHEDULING:** The Banner Permit and Agreement must be submitted at least 30 days prior to the date being requested. However, applications will not be accepted more than one (1) year in advance of the requested installation date. Applications will be accepted the first two weeks of the year with priority given to Tumwater Lodging Tax funded organizations and City sponsored events. Following the first two weeks of the year, applications will generally be granted on a first-come, first-served basis.

A calendar shall be maintained by the City of Tumwater Executive Department to reserve banner installation dates. Applicants are limited to a two (2) week period per event. If the requested date has already been reserved, City staff will notify the organization within 10 days of receiving the Application for Permit. Only if the application is denied, will the permit fee be refunded.

Banners that meet the necessary physical specifications to be installed on City banner poles shall be dropped off at the City of Tumwater Public Works Department at least one (1) week in advance of the installation date but no earlier than two (2) weeks prior.

Banners will be installed on Tuesdays and removed on Tuesdays. If the Tuesday is a holiday, the banner will be installed the following business day. Applicants will need to pick up their banner from the City of Tumwater Public Works Department on the Banner Pick-up Date as specified on the Application for Permit. Due to limited storage space, if an applicant fails to pick up their banner within 10 days of removal, the City will dispose of the banner.

**BANNER CONTENT AND LANGUAGE:** Unless it is a City of Tumwater banner or a City sponsored event, the banner shall not infer that the City of Tumwater supports or opposes specific events or causes. The City Administrator or designee shall have sole authority to approve or deny banner applications. Any banner that constitutes a hazard to motorists shall be prohibited. No banner may use words or phrases, symbols, or characters in such a manner as to interfere with, mislead, or confuse motorists (i.e. stop, look, danger, etc.) or be considered lewd or obscene (RCW 7.48A.010(2)). Commercial logos are not allowed. The print on the banner is limited to the name of the sponsoring organization, name of the event, time(s) and date(s) of the event, and the location of the event. The banner pole location is visible to two-way traffic. It is encouraged for the banner to have large print on both sides of the banner.

**BANNER INSTALLATION AND REMOVAL:** Banners will be installed and removed by City staff. The City shall provide all labor, equipment, supports, braces, anchors, ropes and cables required for the installation of banners. If weather conditions pose a danger to personnel, banners may not be installed until it is safe to do so. No refunds will be given if the banner is not installed for the full amount of time, due to weather conditions or due to a defective banner.

**BANNER SPECIFICATIONS:** The banners shall be: 1) 24 to 36 feet in width (maximum width 36 feet) and 3 feet in height with approved message on one or both sides of the banner. 2) Banners must be made of 18 oz. or greater heavy duty vinyl material with sewn in hem on all sides and gusseted corners. 3) Grommets must be placed at each corner and along the top and bottom edges of the banner placed no greater than 2 feet apart. The minimum grommet size shall be ½ inch (inside measurement). 4) Wind vents must be placed in the banner and shall be 6 inch diameter semicircular slits placed 18 inches apart and not less than 6 inches from each end of the banner.

**BANNER MAINTENANCE:** Any defect in a banner which could cause possible injury, damage to property, or a traffic hazard will cause the banner to be removed by the City without prior notification to the organization. The City will notify the applicant as soon as possible of any damage, defect, or removal. The City of Tumwater will not be responsible for damaged or torn banners (i.e. deterioration, storms, high winds, etc.). Applicants will be responsible for all costs to repair any damage to City owned property caused by the installation, while the banner is installed, and/or by removal of the banner. Applicants will be responsible for any damage to cars, pedestrians, or neighboring properties due to a defective banner.

**HOLD HARMLESS AGREEMENT:** The undersigned hereby makes application to the City of Tumwater (City) for hanging banners and certifies the information given in the application and supporting materials is correct. The undersigned further states that he/she has the authority to make this application and agrees to comply with all Federal, State and local regulations. The applicant agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers, from any and all claims, injuries, damages, losses or suits including all costs and attorney fees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that damage or injury results from the sole negligence of the City. The applicant or his/her agent has examined and inspected the banner and equipment for defects and finds them fit and safe for the purpose stated above. No liability shall attach to the City by reason of entering into this agreement or issuing this permit except as expressly provided herein.

**INSURANCE:** The organization shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operation or activities performed by or on the organization's behalf with the issuance of the Permit.

The organization shall provide the City with a Certificate of Insurance evidencing General Liability Insurance with limits no less than \$1,000,000.00 each occurrence; \$2,000,000.00 general aggregate. The City of Tumwater, its officers, agents, employees and volunteers shall be named as an additional insured on the organization's policy.

**APPEAL:** Applicants may appeal the denial of an application by filing written notice within three (3) business days of notification of denial of permit. Appeals may be mailed to the Mayor's Office, 555 Israel Road SW, Tumwater, WA 98501.