

**CITY OF MADERA REDEVELOPMENT AGENCY
FACILITY USE AND RESERVATION POLICY
CROSS-STREET BANNER POLICY & GUIDELINES**

1. **TO BE SIGNED AND SUBMITTED AS PART OF THE APPLICATION PURPOSE:** This policy is adopted to establish the procedures and criteria for display of banners from City-owned brackets and City-owned poles, and across-streets.
2. **POLICY:** It is the policy of the City of Madera that banners on City-owned brackets on City-owned poles shall promote the aesthetic beauty and general welfare of the City of Madera and may, incidentally and subject to the criteria set forth in the policy, serve to announce special events of general public interest. By constructing and maintaining banner display facilities, the City has not created a public forum for the exercise of free speech or other constitutional rights.
3. **LENGTH OF EXPOSURE:** A request by any one organization to display a banner at a location will normally be approved for a maximum of two weeks; provided, that the approval may be extended one additional week, at no additional cost if no other organization has requested approval of a banner at the same location for the additional requested week. Early removal of the banner for any reason including wind damage will constitute the end of the hanging period. Banners shall be installed and removed on Mondays. Exceptions will be made when holidays occur on Mondays only.
4. **APPLICATION PROCESS:** The Madera District Chamber of Commerce ("Chamber") is the initial contact for reserving dates for hanging a banner in the City of Madera. The Chamber will reserve dates only after an application has been submitted. Submission of an Application to hang a banner does not guarantee that the Applicant's desired date(s) for hanging a banner will be accommodated. Applications shall be submitted at least four weeks in advance of the desired display date. Applications must state the name of the organization and contact person, date of installation and removal (14 day limit), and a detailed design showing the banner layout and desired colors. The applicant should not start banner construction until receiving design approval by the Chamber. Requests are granted on a first-come, first served basis. Applications will be accepted six months prior to the desired hanging date. Banner applications that are submitted consecutively (more than two years in a row), will have first priority. If there is a conflict AFTER a proper application has been received, for unusual situations, applicants may request Executive Director review of the Chamber of Commerce's decision on any application. All decisions will be final.

A fee shall be charged, which is representative of the City's estimated costs associated with the installation/removal of banners. A non-refundable application fee of \$25.00 must be received with the application. The remainder of the fee for hanging and removal of the banner must be paid no later than 14 days prior to the date the banner will be hung.

5. **INSURANCE REQUIREMENTS:** Sponsoring organizations wishing to place Cross-Street banners must carry a \$1 million General Liability insurance policy naming the City of Madera, Madera Redevelopment Agency, and the Madera District Chamber of Commerce as an additional insured. A copy of the insurance certificate must be filed with the Chamber of Commerce on or before final payment deadline.
6. **APPROVAL CRITERIA:** Banners that refer to an event shall only be accepted by the Chamber of Commerce for display if the event (1) occurs within the City of Madera [unless the City Council determines that an event held outside the City of Madera has significant benefit to the City of Madera], (2) is for a civic or educational purpose, (3) is sponsored by a promoter which is a not-for-profit organization, and (4) is open to the public on a non discriminatory basis.

The Chamber shall not approve a banner that either in English, or by means of foreign or slang words or phrases, by use of phonetic, numeric or reverse spelling, or by being viewed in mirror image, would have the effect of alarming, threatening, offending or misleading a reasonable person in that the banner:

- Refers to intimate bodily parts or to sexual or excretory acts or functions;
- Refers in an alarming or offensive manner to a person or class of persons on the basis of race, color, gender (including pregnancy), ethnic heritage, national origin, age, disability, political affiliation, religion, sexual orientation, veteran status, or other characteristic;
- Pertains or refers to illegal activities

The Chamber may use any reliable lexicological source to determine the meaning of any word, symbol or phrase.

When reviewing a banner or proposed banner, Chamber staff need not consider the promoter's subjective intent or declared meaning.

A banner may be displayed only to announce an event.

- The name of the event shall be printed in the largest boldest type.
- The location and date shall be printed in a type size smaller than that of the event.
- The name and/or logo of the organization sponsoring the event may be displayed in a type size smaller than that of the location and date.
- Then name and/or logo of any commercial sponsor of the promoter's event may be displayed in a type smaller than all other displays on the banner.
- Other messages or statement are strictly prohibited.

7. **CONSTRUCTION OF BANNER:** Street banners shall be from 30 to 40 feet in length. The banner width shall be 3 to 4 feet. The weight of the banner shall not exceed 180 lbs. The banner must be made from a minimum of 16 ounce woven vinyl fabric (with block out layer) with 2 rows of wind relief cuts, every 4 foot on center (8 inches x 8 inches, horseshoe cut). The text and graphics must be permanently adhered to/printed on the surface of the fabric, except when small interchangeable panels are used, which firmly attach with Velcro. The bottom and top edge of the banner shall have a double-stitched sewn-in sleeve with a ½ inch nylon strap ran through it. The strap shall doubled back and be sewn for at least six inches leaving a three inch loop at all four corners. Each corner shall be quadruple-stitched for 1 foot from each corner and across the support lines. The top of the banner shall have 3/8" grommet holes (large grommets) below the rope, spaced 15 inches, center to center, across the entire banner. The minimum of 85 feet of ½" diameter rope shall be sewn into each sleeve. Contact Bob Wilson at 559-661-5188 to discuss banner construction.

8. **INSTALLATION AND REMOVAL:** The Chamber of Commerce through the Redevelopment Agency shall have banners installed and removed. The banner to be installed should be delivered to the Chamber of Commerce no later than one week prior to the installation date. Banners are to be picked up from the Chamber no later than one week after removal date. The Chamber of Commerce is not responsible for banners not picked up within the one week time frame. It is possible that weather conditions could delay banner hanging or removal. If this occurs no fees will be refunded unless conditions do not allow the banner to be hung at all.

I understand and agree to the above stated guidelines and policies.

Applicant/Responsible Party

EXHIBIT "A"

**Madera Redevelopment Agency
Banner Hanging Fee Structure**

<u>No Shared Cost</u>	
Application Fee (\$25 non-refundable)	\$ 50.00
Hanging Fee	538.40
TOTAL CHARGE	<u>\$ 588.40</u>
<u>Another Rental After or Before</u>	
Application Fee (\$25 non-refundable)	\$ 50.00
Hanging Fee	403.80
TOTAL CHARGE	<u>\$ 453.80</u>
<u>Another Rental Before and After</u>	
Application Fee (\$25 non-refundable)	\$ 50.00
Hanging Fee	269.20
TOTAL CHARGE	<u>\$ 319.20</u>

RELEASE OF LIABILITY/ INDEMNIFICATION AGREEMENT
FOR PARTICIPATION IN CROSS STREET BANNER PROGRAM

_____ (hereinafter "Applicant")
hereby releases the Madera Redevelopment Agency ("Agency"), the Madera Chamber of Commerce ("Chamber") and the City of Madera ("City") (hereinafter collectively referred to as "Program Sponsor") and waives any claim against Program Sponsor for injury, loss or costs created by Applicant's participation in the Cross Street Banner Program, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the Applicant's participation in the Cross Street Banner Program and the services provided therein by Program Sponsor, unless such claim or liability is caused by the sole and exclusive negligence or willful misconduct of the Program Sponsor.

Applicant agrees to indemnify, hold harmless, and defend the Program Sponsor, its Council, officers, officials, employees, agents, volunteers, and contractors from any and all liability, court action or proceeding and claims (including but not limited to violation of any state or federal law or regulation) made against Program Sponsor in connection with Applicant's participation in the Cross Street Banner Program, unless such liability, court actions, proceedings or claims are caused by the sole and exclusive negligence or willful misconduct of the Program Sponsor. This indemnity shall include, but not be limited to damages and losses, attorney's fees, court costs, expert witness fees, amounts paid in settlement, and other related costs and expenses.

Applicant represents that it maintains a general liability insurance policy in the minimum amount of \$1,000,000.00.

APPLICANT/ORGANIZATION: _____

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____