

CITY OF FRIENDSWOOD STREET BANNER APPLICATION PROCEDURES:

1. A street banner application that has not been displayed before on FM 518 must be submitted at least **60 days before the event**. This application has to be approved by City Council and TxDOT.
2. A street banner application that has been displayed on FM 518 previously must be submitted at least **30 days before the event** to allow time for TxDOT approval. Banners applications are accepted on a first come, first serve basis, and will not be accepted more than **45 days before the event** to allow equal opportunity for popular weeks.
3. This application may be downloaded from:
<http://www.ci.friendswood.tx.us>
Resident Services
Inspections and Permit Forms
Permitting Forms and Applications (on the left side of screen)
Street Banner Application
4. Complete the entire street banner application.
5. Attach original certificate of insurance with the City of Friendswood as the additionally insured.
6. Submit completed packet to the Public Works office located at 15355 Blackhawk Blvd. with your check made payable to the City of Friendswood.
7. Fee for this service is \$25.00 per week. .
8. All banners must be delivered to the Public Works Office, the Thursday or Friday before the banner is to be hung, and **picked up no later than Wednesday the following week. It is your responsibility to deliver and pick up the banner as requested by the city.**

***NOTE: The street banner application may not be submitted to the City unless all the above has been completed.**

***LICENSE AGREEMENT FOR PLACEMENT OF BANNER ON
PUBLIC STREET RIGHT OF WAY***

This agreement is made and entered into this _____ day of _____
by and between the City of Friendswood, Texas ("City") and _____
(Licensee") whose principal office is located in Friendswood, Texas 77546.

For and in consideration of the promises, covenants, terms and provisions contained herein, the parties hereby agree as follows:

1. City agrees to allow Licensee to use the location of Stevenson Park across South Friendswood Drive for the purpose of planning a banner over and across same. Licensee agrees to the placement of such banner in accordance with and subject to provisions of City of Friendswood Resolution No. R92-8 and R2004-27 and subject to Texas Department of Transportation approval.
2. The term of the license granted hereby shall be commencing at _____ and terminating _____.
3. Licensee shall pay to the City a non-refundable fee of twenty-five dollars (\$25.00). All fees required hereunder shall be made to the City prior to the issuance of a street banner use permit.
4. Licensee shall agree to remove any banner placed pursuant to the Agreement prior to the expiration of the license term. The banner must be picked up by Licensee the following Monday before 5:00 p.m.
5. Payment to City hereunder for license fees shall be by check, certified or cashier's check or by personal check if drawn on banks for which verification of funds may be obtained.
6. Licensee shall conduct its activities surrounding and including the placement of the banner as herein contemplated so as not to endanger any person or property, and shall indemnify, save and hold harmless the City, its officers, agents, and employees from and against any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omission of the Licensee, its agents, officers, employees, guests, patrons, or any other person in any manner relating to or surrounding the placement of any banner contemplated hereby, or in the performance of any act or any omission undertaken pursuant to or in any manner related to the license granted hereby.
7. Upon termination of the license term, Licensee shall vacate the premises above above described and shall leave same in as good a condition as they were at the beginning of the license term. For the purposes here of the premise shall include that portion of the public street right-of-way occupied for such

purposes, and shall further include any structure or facility of any public utility utilized in placing the banner pursuant hereto.

8. Licensee shall maintain thought-out the term of this Agreement and follow such additional periods as are necessary for Licensee to perform its obligations hereunder, comprehensive general public liability insurance against claims for bodily injury or death or damage to property occurring, resulting, or in any matter relating to licensee's use of City street right-of-way for the purposes contemplated hereby. Such insurance shall be written by company authorized to do business in the State of Texas and shall be subject to the approval of City Council. Such policies of insurances shall name the City as addition insured, and shall be in amounts of not less than the following:
Bodily injury, per person \$250,000 per occurrence \$500,000;
property damage \$100,000.

Evidence of insurance required hereunder shall be submitted to the City prior to the insurance of the street banner use permit.

Executed in duplicate originals this _____ day of _____, 20_____

CITY OF FRIENDSWOOD, TEXAS



By: Rene Ibarra

Title: Director of Public Works

LICENSEE:

By: _____

Title: _____

STREET BANNER USE PERMIT APPLICATION

The below charitable, non-profit organization has given proof that the banner is of a design and material type acceptable by the City of Friendswood and is hereby approved for the City of Friendswood to connect to its designated poles per the December 15, 2003 agreement with Texas New Mexico Power Company.

Date: _____

Charitable, Non-Profit Organization Name: _____

Address: _____

Mailing Address: _____

Contact Name: _____

Phone: _____

Effective Dates: _____ THROUGH _____

Banner Title: _____

Banner Meets City of Friendswood Banner Requirement _____

Applicant's Signature

Each banner shall be constructed of porous netting material of at least eighty percent (80%) cotton mesh netting. No banner shall be more than twenty-five feet (25') in width or more than four feet (4') in height. All Banners shall have approved connecting fasteners along the top and tie-down ropes connected to each corner.

Example Banner & Approved Fastener:



During elections when City "Vote" banners are in place; only one additional banner shall be permitted to be positioned. A maximum of two banners can be positioned. No banner shall be permitted to be placed for a period of more than seven (7) consecutive days unless approved by the Texas Department of Transportation.

*No banner permitted shall be erected except at Stevenson Park across South Friendswood Drive. The Street Banner Use Permit, License Agreement and Texas Department of Transportation Permit Application **MUST BE** submitted **30 days** before the event. The original Certificate of Insurance must be attached to the application showing the City of Friendswood as the additional insured on the certificate.*



Application for Use of State of Texas Right of Way for Temporary Signs for Special Events

To the Texas Department of Transportation (TxDOT)
c/o Area Engineer, Galveston County, Texas.

This form must be received at least 7 days prior to proposed use on the right of way.

Applicant: _____

Proposes to place a sign within the right of way of Highway FM 518
Location: Across from Stevenson Park on Highway FM 518 in Friendswood, TX.
In Galveston County Texas.

The right of way will be used FROM DATE: _____ TO DATE: _____

Maximum of 60 days and the nature of this event is _____

The sponsor of the event, if applicable is _____

- I will avoid or minimize impacts, and will, at my own expense, restore or repair damage resulting from this work.
- I will be responsible for any damages or accidents that may occur during the term of this permit and save TxDOT and the State of Texas harmless.
- I will abide by all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by TxDOT to protect natural and cultural resources of the right of way.
- If this event causes hazardous traffic conditions to develop, I will cease the activity until corrective measures have been implemented.
- It is expressly understood that TxDOT reserves the right to enforce the terms and conditions that is may deem necessary for the protection of the transportation facility and safety of the traveling public.

Applicant:

Mailing Address:

By:

Title:

City, State, Zip

Signature:

(Area Code), Telephone Number
