

City of Sandpoint • 1123 Lake Street • Sandpoint, ID 83864

## **Portable Sign / Banner Application**

Property Address:			
Business Name:			
Mailing Address:			
City:	State:	Zip:	_
Phone:	<del></del>	 -ax:	_
E-mail:		·	
PERMIT FOR:	Portable Sign (A- New Sign	-Frame) Portable Banner Replace Sign Relocate Sign	
PORTABLE SIGN/ BAN	NNER DESCRIPTION:		
A. Size Hei	ght:	Width:	
B. Minimum sidew	alk clear width maint	tained	
C. Number of entit	ties/businesses adver	rtised on sign	
*Note: Banners are required business.	In right-of-way ired to be attached at all	On private property*  I four corners to the primary structure of the pr	he
Portable Sig	n Hold Harmless Agre	VITH THIS APPLICATION FORM: eement (see back of form) s located in right-of-way.	
Fee: \$		<u></u>	
requirements perta	= =	ant has read and understands the s contained upon this form and that all d correct.	
Signature of Owner/	Agent	Date	

#### All portable signs must comply with the following requirements per Sandpoint City Code 8-5-12:

#### A. General Requirements:

- Placement of portable signs shall only be allowed following issuance of a portable sign permit.
   Such permits will be exclusive to the permittee's location and business name. Transfer of the portable sign to another location or change in the business name will require amendment of the sign permit.
- All portable signs shall be constructed of solid and durable materials, and no lighting or reflective materials shall be used.
- 3. All signs permitted herein are subject to the maintenance, repair, and removal provisions set forth in sections 8-5-17 and 8-5-18 of this chapter.
- 4. The planning administrator, building inspector, fire chief, police chief and/or public safety officer of the city of Sandpoint may cause the immediate and permanent removal, without notice, of any portable sign found to be in violation of any provision of this code, including, but not limited to, permitting requirements or placement in the public right of way in a manner that encroaches into the pedestrian travel zone, is unsafe, or blocks or impedes access.

### B. A-Frame Signs:

- Businesses within the same building may share the use of a single A-frame, but in no case shall
  a single business be allowed to advertise on more than one A-frame sign. Minimum spacing
  between A-frame signs for multi-tenant buildings shall be one hundred feet (100'); this spacing
  may be reduced to fifty feet (50') upon approval by the planning administrator.
- For those A-frame signs placed in the right of way, each face of the A-frame shall be no wider than two feet (2'), and no taller than three feet (3'), including any sign frame. An A-frame placed on private property may differ in dimensions, but in no case shall each face be greater than six (6) square feet.
- 3. Any person or business placing an A-frame upon the public right of way in conformance with this section shall execute a hold harmless agreement by which the person or business placing such A-frame sign accepts any and all liability for damages of any nature suffered by anyone as a result of the placement or maintaining of such sign and further shall agree to hold the city harmless from and indemnify the city for any such claims for damages.
- 4. All A-frame signs placed within the right of way shall be located immediately abutting the building containing the business advertised thereon, and may not encroach into the pedestrian travel zone as defined in subsection 7-2-2C of this code. Should the width of the existing sidewalk not allow for the placement of a sign that would not encroach into this zone, the business owner may request an exception from the planning administrator and building inspector to allow a single face A-frame sign, not to exceed six (6) square feet in size, to be placed so as to securely lean against the building. If not located within the right of way, the A-frame sign shall be located so as to not interfere with pedestrian movement on any private pedestrian path or sidewalk and shall not be placed so as to prevent the use of any required parking spaces, interfere with persons exiting their vehicles, or restrict the turning movements of vehicles within a parking area.

#### C. Banners:

- Standards: All businesses will be allowed the option of utilizing a twelve (12) square foot banner as a portable sign set forth above. Such banner must be securely attached at all four (4) corners to the primary structure of the business and maintained in good repair in accordance with the provisions set forth in section 8-5-17 of this chapter.
- 2. Special Event Banners: A special event banner permit may be obtained for a single event for businesses that are set back from a street fifty feet (50') or more and subject to the size restrictions set forth below. Special event banners may not be used concurrently with another banner and are only allowed for a seventy two (72) hour period. Additionally, special event banner permits shall not be issued to a business more than once per month. The size of banners shall be restricted by linear business frontage as follows:

Building Frontage (Linear Feet)	Banner Size ( Square Feet)		
100-150	50		
150-200	100		
Over 200	300		

#### PORTABLE SIGN HOLD HARMLESS AGREEMENT

OWNER:			
Address:			

CITY: City of Sandpoint, Idaho 1123 Lake Street Sandpoint, ID 83864

WITNESSETH:

WHEREFORE OWNER desires to utilize a sidewalk sign or signs within City limits; and

WHEREAS, Sandpoint City Code Section 8-5-12.B.3 requires that OWNER enter into an agreement accepting all legal liability and responsibility for damages of any nature suffered by anyone as a result of the placement or maintaining of a portable sidewalk sign or signs and further requires OWNER to hold CITY harmless from and indemnify

CITY for any claims of damages from such sign(s) as a condition of a sidewalk sign permit; and

WHEREAS, OWNER desires to enter into this Agreement;

NOW THEREFORE, OWNER hereby agrees as follows:

OWNER agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of OWNER and related to construction, use, placement and operation of such sidewalk sign(s) as is/are described hereinabove, specifically excepting any claims arising out of the negligence, gross negligence, and/or intentional acts of CITY or its officers, agents, or employees.

CITY may cause the immediate removal, without notice, of any portable sign found to be in violation of any provision of *City Code*, including but not limited to permitting requirements or placement in the public right-of-way in a manner that encroaches into the Pedestrian Travel Zone, is unsafe, or blocks or impedes access.

# OWNER: Date: STATE OF IDAHO ) ss. COUNTY OF BONNER , 20 , before me, a On this day of Notary Public in and for said State, appeared known to me to be the person named above and acknowledged that he/she executed the foregoing Sidewalk Sign Hold Harmless Agreement as the OWNER and duly authorized representative of the OWNER of the sidewalk sign(s) identified hereinabove and legally able to bind OWNER. Notary Public for the State of Idaho Residing at My commission expires (CITY USE ONLY) Portable Sign Permit No. **Building Department Approval** Planning Department Approval

Please sign in the presence of a Notary Public.