

## Downtown San Diego Street Banner Program Application & Agreement

The Downtown San Diego Street Banner Program (“Banner Program”), administered by the Downtown San Diego Partnership (“DSDP”), offers qualified groups the opportunity to showcase banners on key thoroughfares to promote cultural or civic events, activities of general public interest, and to welcome conference attendees to San Diego. The purpose of this Agreement is to state the terms and conditions under which the Applicant will be permitted to have approved decorative banners displayed on bracketed poles.

### Applicant Information

Date of Application \_\_\_\_\_

\_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_

E-mail \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### Event Information

Date of Event \_\_\_\_\_

Name of Event \_\_\_\_\_

Description of Event (please note if annual) \_\_\_\_\_

Banner Consultant (if any) \_\_\_\_\_

Corporate Sponsor (if any) \_\_\_\_\_

Requested Location(s) and Date(s) (subject to availability)

	<b><u>Dates Requested</u></b>	<b><u>Length (Full/Shared)</u></b>
Broadway	_____	_____
Harbor	_____	_____
Market	_____	_____
B Street	_____	_____

## **Downtown San Diego Street Banner Program Application Process**

### **Obligations of Applicant**

Applicant is responsible for providing DSDP with the following:

Prior to **production** of banners:

1. Completed DSDP Banner Application & Agreement
2. Deposits and/or Fees, as listed in Application & Agreement
3. Banner design sample for DSDP approval
4. City Sign Permit

Prior to **installation** of banners:

5. Required insurance certificate

Applicant is responsible for contracting with the DSDP authorized installation contractor to install and remove banners

6. Installation Services

### **Banner Consultant**

For assistance managing the banner process – from submission of City permit, creation of production schedules as well as design and manufacture assistance, please contact **The Décor Plan**:

Stephanie Warner

The Décor Plan

Cell: [\(858\) 218-6251](tel:(858)218-6251)

Fax: [\(858\) 487-0711](tel:(858)487-0711)

Email: [Stephanie@thedecorplan.com](mailto:Stephanie@thedecorplan.com)

<http://thedecorplan.com>

### **1. Completed DSDP Banner Application & Agreement**

Applicant must fully complete and deliver an application packet to the DSDP no less than (90) days prior to the date requested for installation of banners. Applicant

acknowledges and agrees that by accepting said application, the DSDP provides no guarantee that its request will be approved.

## 2. Application Fees and Deposits

Application fees are refundable only if the application is denied. Upon request, deposits shall be refundable only if (1) the Applicant successfully completes the approved Banner Program, (2) the application is denied, or (3) if the Applicant's application is preempted and canceled by the City of San Diego.

The Applicant agrees to make complete and timely payment for all products and services of the banner program according to a schedule of payments, including application fees and deposits, costs for banner manufacturing, installation and removal, and city permit fees.

Applicant shall include the following application fees and deposit(s) to the DSDP at the time of submission of application.

**PLEASE CIRCLE APPLICABLE FEES AND DEPOSITS:**

<b>Length</b>	<b>Broadway</b>	<b>Harbor</b>	<b>Market</b>	<b>B Street</b>
<b>30 Days Full</b>	\$1,200.00	\$2,500.00	\$500.00	\$500.00
<b>30 Days Shared</b>	\$900.00	\$1,300.00	\$300.00	\$300.00
<b>14 Days Full</b>	\$900.00	\$1,300.00	\$300.00	\$300.00
<b>14 Days Shared</b>	\$600.00	\$1,000.00	\$200.00	\$200.00
<b>Deposit</b>	\$500.00	\$500.00	\$250.00	\$250.00
<b># of Banners</b>	50	134	48	25
<b># of Poles</b>	25	67	48	23
<b>Size</b>	46X144	30x94	24x52	18x36

**Fees:** \$ \_\_\_\_\_

**Deposit:** \$ \_\_\_\_\_

**Total Amount** \$ \_\_\_\_\_

**Enclosed:**

**An application is considered incomplete if fees and deposits are not included with the application at the time of submission. If a contract is submitted more than a year in**

**advance, the applicant will be required to adhere to an increase in fees charged by the Partnership**

It is understood by the Applicant that fees will also be paid to the City of San Diego and the Authorized Installation Contractor. It is required all materials, services, fees and permits must be paid for before banners are authorized to be mounted.

### **3. Banner Design Sample**

Applicant is responsible for all costs associated with the design, manufacture and material for the proposed banners. All banners must meet all specifications described in the Downtown San Diego Street Banner Program Policies and Procedures and the City of San Diego Sign Code Ordinance.

Banners are not for promoting products. If a company is sponsoring an event for brand recognition, the brand can be used but is regulated by sponsor restrictions. Banners are not for "Call to Action" campaigns. Quotes like "visit us at Booth #619" or "visit our website for more details" are not permitted.

Sponsor logos are restricted to only 5% of the total banner area. If the sponsor is part of the name (Suzuki Rock & Roll Marathon), the name is not included in the 5% total but any additional content, like corporate sponsor logo or underwriter name is limited by this rule.

No commercial, religious or political messages are allowed. No tag lines or advertorial are allowed ("Pepsi" as a company sponsor is permitted, but "Pepsi, the choice of a new generation" is not). No phone numbers are allowed, they are considered commercial content. No traffic wordage such as "Stop" or "Yield" is allowed.

#### **Broadway**

The Broadway banners are finished size 48 inches by 144 inches. The sponsor logo cannot be more than 5% of the banner area or 345 square inches on the banner. There should be a 6 inch top pocket for the banner arm to go completely through the banner. There is also a grommet just below the top pocket and next to the pole side edge of the banner. There shall be a large grommet at the bottom corner of the banner that is next to the pole. The banner is connected to the pole only by this grommet. The outside edge of the banner swings freely with the wind. Please reinforce the area around this bottom grommet as this has been a problem area in the past due to extremely high winds coming off the San Diego Bay.

### **Harbor**

The Park and Harbor banners are finished size 30 inches by 94 inches. Any commercial message cannot be more than 5% of the banner area or 141 square inches on the banner. There should be a 4-inch top and bottom pocket for the two banner bracket arms to go completely through the banner. There is also a grommet just below the top pocket and next to the pole side edge of the banner. There is also a grommet just above the bottom pocket and next to the pole side edge of the banner. It may be best not to design in the upper and lower 4 inches of the banner as there will be stitching in that area due to sewing of the pole pockets mentioned above.

### **Market**

The Market banners are finished size 24 inches by 52 inches. The sponsor logo or commercial message cannot be more than 5% of the banner area or 62 square inches on the banner. There shall be a 4 inch top pocket for the bracket arm to go completely through the banner. There will be a grommet just below the top pocket and next to the pole side edge of the banner. There will be no pocket at the bottom of the banner but a grommet shall be placed in the bottom corner of the pocket on the side of the banner next to the pole. The banner is connected to the pole by the grommet and the outside edge of the banner swings freely. Please note that if the design includes the top 4 inches or bottom 2 inches of the banner area that there will be stitching which is used to finish the top and bottom.

### **B Street**

The B St. banners are finished size 18 inches by 36 inches. The sponsor logo or commercial message cannot be more than 5% of the banner area or 33 square inches on the banner.

## **4. City Sign Permit**

The Banner Program is regulated by the City of San Diego Municipal Sign Code. All banner programs must submit to the City to request a permit. The applicant is responsible for this two-step process:

- **City review and approval of design**  
City of San Diego Development Services  
1222 First Ave.  
San Diego, CA 92101  
P (619) 446-5000
- **City Sign Permit**  
City of San Diego Development Services  
Planning & Development & Review  
1222 First Ave., MS-301

San Diego, CA 92101  
P (619) 446-5000

## 5. Insurance Certificate

In addition to any insurance requirements the city may have, the Applicant agrees that if the application and banner design are approved, it **must provide a copy of the sign permit from the City of San Diego to the DSDP**. The Applicant is urged to obtain the sign permit as soon as possible. It must also provide **proof of comprehensive liability insurance in the amount of Two Million Dollars (\$2,000,000) naming the City of San Diego, its officers, employees and agents ("City"), the San Diego Unified Port District, its officers, employees, and agents ("Port District"). Downtown San Diego Partnership, its officers, employees, and agents ("DSDP"), and Civic San Diego, its officers, employees, and agents as additionally insured.**

## 6. Installation Services

If its application is approved, the Applicant must provide completed and approved banners to the Authorized Installation Contractors for mounting **no later than seven (7) days before the scheduled display date**. The Applicant shall forfeit the deposit(s) if the banners are delivered later than the approved installation date.

The Applicant shall only use the installation/removal contractor authorized by the DSDP Authorized Installation Contractor to install and remove the banners. Failure to use the Authorized Installation Contractor shall result in cancellation of Applicant's banner program. The DSDP Authorized Installation Contractor is **The Décor Plan**.

Stephanie Warner

The Décor Plan

Cell: [\(858\) 218-6251](tel:8582186251)

Fax: [\(858\) 487-0711](tel:8584870711)

Email: [Stephanie@thedecorplan.com](mailto:Stephanie@thedecorplan.com)

<http://thedecorplan.com>

The "DSDP", the Program Director, and Authorized Installation Contractors are not responsible for any unforeseen delays in banner production, installation or removal services, defects in products or services, dissatisfaction with products and services, nor damages or loss by weather or any other unforeseen and uncontrollable event. Applicant shall be responsible for monitoring the condition of banners and for replacement and repair as needed.

Applicant shall be responsible for picking up the banners from the Authorized Installation Contractor. Any agreements regarding their storage by the Authorized Installation Contractor shall be by separate agreement, between the Applicant and the Authorized Installation Contractor, for which the DSDP shall have no responsibility.

## Important Notes

### **Obligations of the Downtown San Diego Partnership**

Applications will be responded to within five days following submission of the application. If the said Applicant's application is approved, the DSDP will notify the Authorized Installation Contractor of the approved dates of installation.

### **Right to Preempt Scheduled Banner Program**

In highly unusual situations, an Applicant's application that has been approved and put on the Banner Program calendar may be preempted by the City of San Diego for an event that is of great civic importance. In such event, the DSDP reserves the right to:

- (1) Cancel all of the Applicant's program, in which case all application fees and deposits will be refunded; or
- (2) Modify the Applicant's program to a shared program (i.e. 50%) with the other Applicant, in which case half of the Applicant's application fees will be refunded.

Applicant agrees that the Banner Program's liability is limited to fees and deposits in the case of a preempted/canceled application. The Banner Program is not responsible for expenses, loss of revenue or sponsorships as a result of this type of action.

**Indemnification-**Applicant agrees to indemnify and hold DSDP harmless from any and all claims, liabilities and obligations arising from this Agreement.

**Amendments and Modifications-**This Agreement may not be amended or modified at any time except by a written agreement signed by both parties.

**Governing Law-**This Agreement shall be governed by the laws of the State of California.

**Attorney Fees-**In the event of any controversy, claim or dispute between the Applicant and DSDP arising out of this Agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorneys' fees and costs, including costs of arbitration.

**Prohibition on Assignment-**This Agreement may not be assigned by either party without the express written consent of the other party, and any attempted assignment without consent shall be void.

**Integration-**This Agreement constitutes the entire Agreement of the parties with respect to its subject matter and supersedes and extinguishes any prior agreements.

**Waiver**-No failure by the parties to take action on account of any default shall constitute a waiver of such default or of the performance required.

The Applicant agrees to comply with all requirements and regulations set forth through this application, the City of San Diego Municipal Sign Code Ordinance and the Downtown San Diego Street Banner Program Policies and Procedures.

**Applicant**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

**Downtown San Diego Partnership**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_



*Official Use Only*

Deposit    Fees    Design    Sign Permit    Insurance Certificate

Sample

Approved    Deposit refund

Date: \_\_\_\_\_

Ck #: \_\_\_\_\_