



## Downtown San Diego Street Banner Program Application and 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, bring attention to activities of general public interest, beautify our Downtown neighborhoods, and welcome conference attendees to San Diego, among other uses. 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 within the DSDP’s banner district.

### Applicant Information

Date of Application:

Organization Name:

Organization Address:

City:

State:

Zip:

Client Contact Name:

Email:

Phone:

### Event Information

Date of Event:

Description of Event:

Please Check if Event is Annual:

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

\*\* Note: SD Street Banners, LLC (“Banner Consultant”) is the DSDP’s preferred vendor for banner permitting, printing, installation, and removal.

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

## Total Program Placements

Contact Sarah Brothers at [sbrothers@downtownsandiego.org](mailto:sbrothers@downtownsandiego.org) for a map of all available placement areas or view the DSDP Street Banner Brochure at [downtownsandiego.org/advertise](http://downtownsandiego.org/advertise).

### SD Banners Placement Map

	Broadway	Harbor Drive	Market Street	B Street	Convention Center	Ballpark	10th Ave
<b>Single or Double</b>	Double	Double	Single	Single and Double	Single and Double	Single and Double	Double
<b># of Banners</b>	50	134	48	26	12	320	320
<b># of Poles</b>	25	67	48	23	11	160	160
<b>Size</b>	48 x 144	30 x 94	24 x 52	18 x 36	30 x 94	30 x 94	30 x 94

Requested Placements	Date Range	Length	Preferred Program (Full or Shared)
Broadway			

Requested Placements	Date Range	Length	Preferred Program (Full or Shared)
Harbor Drive			

Requested Placements	Date Range	Length	Preferred Program (Full or Shared)
Market Street			

Requested Placements	Date Range	Length	Preferred Program (Full or Shared)
B Street			

Requested Placements	Date Range	Length	Preferred Program (Full or Shared)
Convention Center			

Requested Placements	Date Range	Length	Preferred Program (Full or Shared)
Ballpark			

Requested Placements	Date Range	Length	Preferred Program (Full or Shared)
10th Ave			

## Definitions

Length - 2 Weeks: 14 Days of Banner Display

Length - 4 Weeks: 28 Days of Banner Display

Program - Shared: 50% of Total Placement Area Banners. Can be displayed alongside another shared placement customer during the same display period

Program - Full: 100% of Total Placement Area Banners

\*\*\*A complete first installment is required to fully reserve Applicant's requested placements areas and dates after the Application and Agreement has been approved and signed by both parties. Placements are available on a first-come, first-served basis based on the receipt of a complete Application and Agreement and first installment.

## Downtown San Diego Street Banner Program Application Process

Applicant is responsible for providing DSDP with the following:

### **Prior to production:**

1. Complete DSDP Banner Application and Agreement
2. Payments and/or Fees, as listed in Application and Agreement
3. Banner Design Sample for DSDP/Banner Vendor Approval
4. City Signed Permit

### **Prior to installation:**

5. Required Insurance Certificate
6. Installation Services\*\*

\*\*Applicant is responsible for contracting with the DSDP-authorized Banner Consultant to install and remove banners.

## **Banner Consultant**

For assistance managing the banner process including submission of request for City of San Diego to sign permit, creation of production and installation schedules, assistance with design requirements, estimates for manufacturing and installation, and questions regarding banner storage, please contact the DSDP's preferred Banner Consultant

### **SD Street Banners, LLC**

Stephanie Warner

**Phone:** 858-218-6251

**Email:** [stephanie@sdstreetbanners.com](mailto:stephanie@sdstreetbanners.com) **Website:** [sdstreetbanners.com](http://sdstreetbanners.com)

# Application and Agreement Terms

## 1. Completed DSDP Banner Application and Agreement

Applicant must fully complete and deliver an Application packet to the DSDP no less than (30) days prior to the date requested for the 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 and Agreement Payments

The display fee for the first term of up to 2 weeks days will be billed in two (2) installments of 50% each.

1. The first installment becomes due upon receipt of Applicant's fully executed Application Agreement
2. The second installment of banner display fees for up to the first 2 weeks of display becomes due upon the contracted date of installation.

Banner customers interested in placements of more than 30 days will then be billed for their full 1, 2, or 4 week display fee on a monthly basis for the remainder of their approved contract term.

### 2. (a) Payment Refund Eligibility

Upon request, first installment shall be refundable only if (1) the Applicant fully completes the approved banner Application and Agreement and (2) if the Applicant's Application is preempted and canceled by the City of San Diego. Notification of cancellation by the City of San Diego must be received by the DSDP within 30 days of the notice being received by Applicant. Portions of first installment or additional installments may be refunded at DSDP's discretion if banners cannot be displayed due to factors beyond the control of all parties.

### 2. (b) Display Fee and Payment Schedule

To complete the Application and Agreement, Applicant must select the applicable fees for their requested placements and time frames.

		Placement Area				
		Broadway	Harbor Drive	Market Street	B Street	Convention Center
Length/Program of Requested Placements	4 Weeks/Full	\$1,800	\$3,180	\$1,000	\$950	\$1,700
	4 Weeks/Shared	\$1,325	\$2,015	\$800	\$740	N/A
	2 Weeks/Full	\$1,325	\$2,015	\$800	\$740	\$900
	2 Weeks/Shared	\$850	\$1,550	\$690	\$635	N/A
	1 Week/Shared	N/A	N/A	N/A	N/A	\$500

**Deposit: 50% of Program Display Fee for Up to First 30 Days of Contract**

### Customer Payment Schedule

First Installment	Second Installment	Monthly Payment 1/x
<p><i>50% of first month display fee</i></p> <p>Due: Upon receipt of fully executed contract</p>	<p><i>Remaining 50% of first month display fee</i></p> <p>Due: Upon contracted installation date</p>	<p><i>Monthly Display Fee</i></p> <p>Due: Upon Receipt</p>

It is understood by the Applicant that separate fees will also be paid to the City of San Diego and the Banner Consultant. It is required that all materials, services, fees, and permits must be paid per their payment schedules before banners are authorized to be mounted.

The Applicant agrees to make complete and timely payment for all products and services of the Banner Program according to this schedule of payments, including Application deposits, banner display fees, costs for banner manufacturing, installation and removal, and city permit fees.

*NOTE: Placements are not considered fully reserved until the Application and Agreement has been reviewed, approved, and signed and a first installment has been paid.*

### 3. Banner Design Standards

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, the City of San Diego Ordinance No. O-17776, and the San Diego Municipal Code.

The banners shall not be used for commercial or political advertising, except that logos and trademarks of sponsoring organizations shall be permitted. The total area of logos and trademarks shall be limited to 5 percent of the banner area.

For additional design guidelines for City of San Diego permit review, please contact the authorized Banner Consultant.

### 4. Banner Specifications Based on Placement Area

#### **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. authorized Banner Consultant.

#### **Harbor Drive**

The Park and Harbor Drive 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.

## Banner Design Standards (Continued)

### Market Street

The Market Street 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.

### Convention Center

The Convention Center 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.

## 5. City Sign Permit

The Banner Program is regulated by the City of San Diego Municipal Sign Code. All Applicants must submit banner artwork to the City to request a permit. The Applicant, with the assistance of the Banner Consultant, 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

In the event Applicant's Application and banner design are approved, it must provide a copy of the sign permit from the City of San Diego to DSDP. The Applicant is urged to obtain the sign permit as soon as possible with the help of the Banner Consultant.

## 6. Insurance Certificate

By signing, Applicant acknowledges that they must carry and be able to provide upon reasonable request by DSDP **proof of comprehensive liability insurance written on an occurrence basis in the amount of Two Million Dollars (\$2,000,000) per occurrence. Applicant's insurance policy(ies) shall expressly provide, and an endorsement shall be submitted to DSDP upon request, that the policy(ies) are primary and non-contributory to any insurance that may be carried by DSDP. Additionally, the policy(ies) shall expressly provide, and an endorsement shall be submitted to DSDP upon request, that the City of San Diego, its officers, employees and agents; the San Diego Unified Port District, its officers, employees, and agents; and the Downtown San Diego Partnership, its officers, employees, and agents are additional insureds under the policy(ies).**

**Applicant's liabilities, including, but not limited to, Applicant's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Applicant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by DSDP.**

**DSDP reserves the right to request, and Applicant shall submit, complete copies of any policy upon reasonable request by DSDP.**

## 7. Printing, Installation, and Removal Services

If its Application is approved and signed, the Applicant must provide completed and approved banners to the Banner Consultant for mounting no later than seven (7) days before the scheduled display date. The Applicant shall forfeit the first installment(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 preferred Banner Consultant to install and remove the banners. Failure to use the Banner Consultant shall result in cancellation of Applicant's banner program. The DSDP Authorized Banner Consultant is:

### **SD Street Banners, LLC**

Stephanie Warner

Phone: 858-218-6251 • Email: [stephanie@sdstreetbanners.com](mailto:stephanie@sdstreetbanners.com)

Website: [sdstreetbanners.com](http://sdstreetbanners.com)

The "DSDP", the Program Director, and Authorized Banner Consultant 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 Banner Consultant. Any agreements regarding their storage by the Authorized Banner Consultant shall be by separate agreement, between the Applicant and the Authorized Banner Consultant, for which the DSDP shall have no responsibility.



## 8. 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 Banner Consultant of the approved dates of installation.

## 9. 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 payments 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 payments will be refunded.

Applicant acknowledges and agrees that the Banner Program's liability is limited to the fees and payments paid by Applicant in the case of a preempted/canceled Application. By signing this Application and Agreement, Applicant acknowledges the City of San Diego's right to preempt the scheduled banner program and expressly waives DSDP's or Banner Program's responsibility for expenses, loss of revenue or sponsorships, or other damages as a result of this type of action.

## 10. Indemnification

Applicant agrees to defend (with attorneys approved by DSDP), indemnify and hold harmless DSDP and its Board of Directors, each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from any and all claims, losses, liabilities and obligations (including, but not limited to, suit damage, expenses and costs, including reasonable attorney's fees and costs, and expert costs and investigation expenses) arising from or in any way connected to Applicant's performance under this Agreement or any negligent or wrongful act or omission by Applicant, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. Applicant shall have no obligation, however, to defend or indemnify DSDP if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of DSDP.

This indemnity is in addition to any other rights or remedies which DSDP may have under the law or this Agreement.

Applicant agrees that its duty to defend the indemnitees arises upon an allegation of liability based upon the performance under this Agreement by Applicant, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Applicant is liable and that an adjudication of Applicant's liability is not a condition precedent to Applicant's duty to defend.

## 11. Amendments and Modifications

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

## 12. Governing Law and Venue

This Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in the County of San Diego.

## 13. 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.

## 14. 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.

## 15. Integration

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes and extinguishes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

## 16. Waiver

No failure by the parties to take action on account of any default or to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall constitute a waiver of such default or of the performance required, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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.

No failure by the parties to take action on account of any default or to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall constitute a waiver of such default or of the performance required, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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: \_\_\_\_\_