

BANNER PROGRAM OVERVIEW

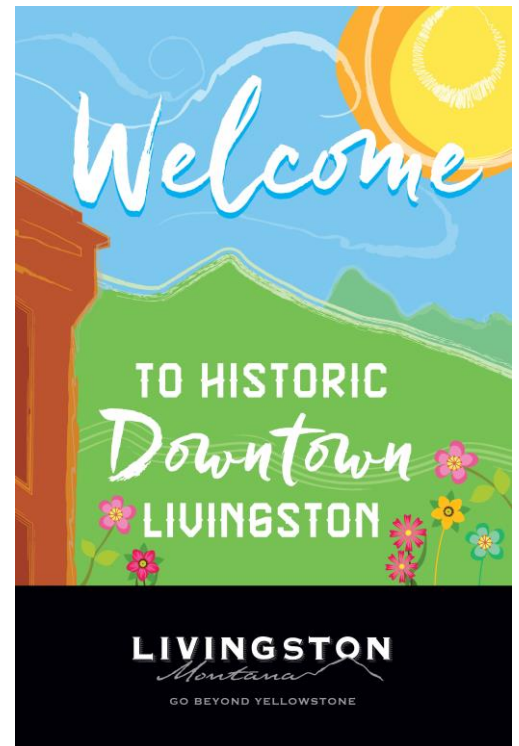
Banners will be changed on the 1st - 5th of each month.

The finished-size of the banners will be **24 inches by 36 inches**; constructed with 18 oz or heavier double-sided, outdoor banner material; print will be on both sides. Banners must be printed with UV resistant outdoor ink and must have 3-inch double-stitched sleeves for the upper and lower banner bracket arms.

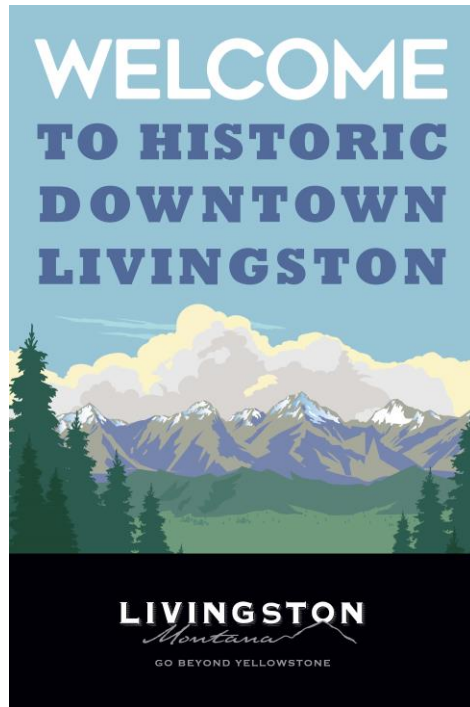
To issue uniform design and construction, the organization requesting rental must submit a request with an approved banner design **60 days prior** to the installation. Banner design must be pre-approved by Vision Livingston Design Committee (VLDC). VLDC is the authorized agent for the Livingston Banner Program.

Guidelines and Regulations

- **Banner Brackets:** Will be installed on commercial “vintage” street lamps only.
- **Banner Spaces:** Are reserved for non-profits and local events promoting Livingston. Livingston School banners may be used as “filler displays” on vacant street lamps.
- **Application:** Pick up form at Livingston Area Chamber of Commerce (LACC). Return the form with banner design and \$15 processing fee, payable to LACC.
- **Design Approval:** Must meet approval of VLDC. The bottom 6 inches of the banner must display the Livingston, Montana branding logo. **Digital logo available from LACC or LBID.**
- **Banner Purchase:** To maintain banner quality and specifications, organizations must purchase approved design banners from Britten Studios (Ryan Hudson 231-995-8605, rhudson@brittenstudios.com) OR a local provider who must use 22 oz. vinyl and produce banners exactly to Britten Studios specifications. A sample banner can be accessed at LACC.
- **Banner Displays:** Minimum 2 and maximum 8 per organization (as of January 2017). As street lamp numbers increase, minimum and maximum may change.



- **Spare Banners:** One spare banner must be provided by each organization.
- **Rental Fee:** A rental fee of **\$1.00** per day, per banner payable to LBID (see Rental Contract) is required to cover costs of banner installation, bracket maintenance and banner removal.





DOWNTOWN LIVINGSTON STREET LAMP BANNER

RENTAL CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made and entered into on the ____ day of _____, 20____ by and between **Livingston Building Improvement District**, PO Box 284, Livingston Montana 59047, herein referred to as **LBID** and

_____ (Organization's Name), located at

_____ (Address), herein referred to as **Lessee**.

Whereas the LBID has jurisdiction over the street lamps positioned in the LBID district along the sidewalks and desires to rent the use of the street lamp banner arms to local non-profit organizations and other businesses in support of local events and community promotions.

Whereas the LBID provides maintenance services within the District, and as such, provides the labor and supplies to hang, remove and maintain the street lamp banners.

Whereas the Lessee is a non-profit or community event group which desires to lease the use of the street lamp banner arms from the LBID.

Therefore the LBID and the Lessee agree to the following:

1. **FEE.** Lessee shall be required to pay to the LBID \$_____. This fee is based on the number of banners being installed and the length of time that the banners will be displayed. The Lessee shall be solely responsible for the cost to design and construct banners.

2. **TERMS.** The term of the agreement and the subsequent delivery, installation removal and pick-up of banners shall be as follows:
 - Lessee shall deliver the banners to the Livingston Area Chamber of Commerce (LACC), no less than 5 business days prior to the installation date on _____(mm/dd/yy).
 - Date that the LBID will install the banners _____(mm/dd/yy).
 - Date that the LBID will remove the banners _____(mm/dd/yy).

- Banners can be stored at the LACC; the \$15 processing fee covers the storage fees for the year.
- If the Lessee does not deliver the banners to LBID by the date specified above, this agreement may be cancelled by the LBID.

3. **BANNER SPECIFICATIONS.** The LBID will install for display ____ (number of banners) for the Lessee. Lessee shall be solely responsible for the design and construction of their own banners. All banners **MUST** be constructed to the technical specification as described below:

Material: 18 oz. or heavier, double-sided, outdoor banner media, printed on both sides with UV resistant outdoor ink.

Branding provision: The bottom 6” of each banner shall have the Livingston, Montana branding logo included (see logo specifications).

Construction: Double stitched 3” banner arm sleeves at the top and bottom of each banner.

Four 3/8 inch grommets, installed 1” from side edges just below the double stitched banner arm sleeve.

To ensure that all proposed banners meet the construction and design standards, the Lessee must submit a proof of the banner design and proposed method of production to the VLDC prior to production. The VLDC reserves the right to approve the design and construction specifications of any banners that will be displayed downtown pursuant to this agreement.

4. **INDEMNITY.** Lessee shall assume all risk of loss and indemnify the LBID and the City, affiliated organizations (LACC, VLDC, URA), and their agents (directors, officers, agents, committees, and employees) against all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorney’s fees and witness fees and the expense incurred thereto for injuries to persons, including death, and for the loss of, damage to, and destruction of property arising from or in connection with the AGREEMENT, unless caused by the gross negligence and willful misconduct by the LBID, the City, and/or affiliated organizations and their agents.

5. **INSTALLATION & REMOVAL.** For the paid fee, staff with pre-arranged LBID contract(s) will install and remove all banners on the dates identified within this agreement. If there is a need for immediate removal of a banner(s) due to weather related incidents or event changes, the LBID must be notified immediately, and 48 hours will be allowed in order to remove or replace the identified banner(s).

6. **MAINTENANCE.** If, during the terms of this AGREEMENT, a banner(s) becomes in any way damaged and/or poses a risk to public safety, the LBID reserves the right to remove said banner(s).

7. **MISCELLANEOUS.** The LBID reserves the right to remove any banner for any reason upon written notice to the Lessee. If this right is exercised, the Lessee's fees will be returned on a prorated basis for the remainder of the term of this AGREEMENT. The LBID, the City and/or affiliated organizations are not liable to the Lessee for any delays in the performance of this AGREEMENT or for any incidental loss caused by weather, natural disasters, unnatural disasters, vandalism and/or criminal behaviors of others.

8. **ASSIGNMENT.** Lessee will not assign this AGREEMENT or of any part of this AGREEMENT without the prior written consent of the LBID.



Therefore, by signing below, the LBID and the Lessee mutually agree to the terms and conditions of this CONTRACT AGREEMENT.

LBID Representative

_____ (printed name) _____ (title)

_____ (signature) _____ (date)

Lessee

_____ (printed name) _____ (title)

_____ (signature) _____ (date)

FEE SCHEDULE & RENTAL PERIOD

As per the AGREEMENT, there is a \$1.00/per day/per banner fee. The minimum number of banners to be displayed is 2; the maximum number of banners is 8. The minimum number of display days is 30 days or 1 (one) month. Any rental needs after a thirty day period must be in increments of one week.

BANNERS	FEE	MONTHS	TOTAL RENTAL FEE
2	\$1.00/banner = \$60 x	1	= \$60
4	\$1.00/banner = \$120 x	1	= \$120
6	\$1.00/banner = \$180 x	1	= \$180
8	\$1.00/banner = \$240 x	1	= \$240