



**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 Business Improvement District**, PO Box 284, Livingston Montana 59047, herein referred to as **LBID** and

\_\_\_\_\_ (Organizations 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 those streetlamp banner arms out to local non-profit organizations and local events.

Whereas the LBID is the maintenance provider for the Business Improvement 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 their banner.
  
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, 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 will be stored at the Livingston Area Chamber of Commerce for an annual flat rate fee of \$15.
- 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 Branding Livingston logo included. (See logo specification).

**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 designs meet the construction and design standards, the Lessee must submit a proof of the banner design and construction to the Design Committee prior to production. The Design Committee reserves the right to approve the design and construction specification of any banners that will be displayed downtown pursuant to this agreement.**

4. **INSURANCE.** The Lessee must obtain commercial general liability insurance covering the Lessee and or the Lessee’s organization for the following liability: public liability, general property damage, automobile public liability and property damage. The Lessee shall name the LBID and the City of Livingston as additional insured on a primary non-contributory basis. The additional insured coverage shall be in a form acceptable to the City of Livingston, and the LBID. Lessee must provide the endorsement for additional insured prior to installation of the

banners. To the extent reasonably possible, such additional insured coverage shall be in the minimum amount of \$\_\_\_\_\_ per claimant and \$\_\_\_\_\_ per occurrence. The insurance policy shall be open to inspection by LBID and the City at all times, and Lessee shall require the insurance company to give the LBID Ten (10) day written notice of termination, alteration or any change of any term of the policy. If Lessee fails or neglects to secure this insurance or if the policy/policies are terminated, altered or changed in any manner not acceptable to the LBID, the LBID may immediately cancel this agreement without penalty and all fees paid by Lessee shall be forfeited as liquidated damages.

5. **INDEMNITY.** Lessee shall assume all risk of loss and indemnify the LBID and the City, affiliated organizations (LACC, VLDP, 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.
6. **INSTALLATION & REMOVAL.** For the paid fee, the employees of the LBID will install and remove all the banners on the dates identified here within this agreement. If there is a need for immediate removal of a banner 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.
7. **MAINTENANCE.** If, during the terms of this AGREEMENT, a banner becomes in any way damaged and/or poses a risk to public safety, the LBID reserves the right to remove said banner(s).

8. **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 arising there from caused by weather, natural disasters, unnatural disasters, vandalism, and/or criminal behaviors of others.
9. **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 .50/per day/per banner fee. The minimum number of banners to be displayed is 2; the maximum number of banners is 4. The minimum number of display days is 30 days or 1 (one) month.

<b>BANNERS</b>	<b>FEE</b>	<b>MONTHS</b>	<b>TOTAL RENTAL FEE</b>
2	.50/banner = \$30	x 1 =	\$30
4	.50/banner = \$60	x 1 =	\$60
2	.50/banner = \$30	x 2 =	\$60
4	.50/banner = \$60	x 2 =	\$120
2	.50/banner = \$30	x 3 =	\$90
4	.50/banner = \$60	x 3 =	\$180