

# DEVELOPMENT SERVICES DEPARTMENT- ZONING & LANDSCAPING

# **EVENT BANNER SIGN PERMIT APPLICATION**

**Rev:** 3 | **Revision Date:** 03/27/2023 | **Print Date:** 03/27/2023

I.D. Number: BANSIGN

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# **Event Banner Sign Permit – General Requirements**

Unified Land Development Regulations Section: 25-23. Event Banner Signs

### Permitted Types of Banner(s)

- City-sponsored events
- City co-sponsored events
- Public Service Announcements

#### **General Regulations**

- Display is limited to 30-days with Site Plan level I approval. City Commission approval required for periods greater than 30-days
- Banners associated with events may remain in place no more than two (2) days after the event has ended unless expressly permitted
- Banners shall be removed within 72 hours permit expiration
- Displays may occur on utility poles or highway trusses
- Banners shall not be permitted in median or swale areas
- Railroad crossings are prohibited
- Displays on Intracoastal bridge is prohibited
- All banner displays are limited to the corporate limits of the City of Fort Lauderdale

## **Text**

- Name of the special event (*Required*)
- Date(s) of the event (*Required*)
- Name and logo of the City of Fort Lauderdale (Required)
- Name or logo of the association or organization (Required)
- Lettering used to identify the City of Fort Lauderdale shall be uniform and no smaller than four (4) inches in height- not exceed six (6) inches.
- The City of Fort Lauderdale logo shall be no smaller than six (6) inches and no more than eight (8) inches in height
- Product or company logos are prohibited unless the names of the company or product is a direct sponsor of the event
- Provide dimensions of sketch or drawing of the banner(s) drawn to scale, including message/text, logo, or emblem that will appear on the banner

## **Additional Requirements**

- Graphic representation of proposed banner signs including, but not limited to proposed text, logos and graphics drawn to scale
- Map and list of proposed locations must be clearly indicated
- · Valid certificate of liability insurance

# **Utility Poles Requirements**

(dimensional requirements subject to approval by appropriate agency/owner of truss)

- Provide drawings indicating utility pole(s) to be used
- Provide letter(s) of permission from utility pole owner(s)
- When the State of Florida is not the owner of the utility pole(s), the letter granting permission shall also indemnify and hold harmless the City for any damage or injury that occurs as a result of such banner display
- Limit maximum size of banner(s) to eight (8) feet by three (3) feet
- Install banner(s) to insure a minimum height clearance of sign above the roadway to fifteen (15) feet
- Suspend banner(s) lengthwise (parallel to pole) from utility pole and attach to poles at each end
- For banners placed on utility poles in median, provide a site plan for review and approval

## **Highway Trusses Requirements**

(dimensional requirements subject to approval by appropriate agency/owner of truss)

- A letter of permission from the owner of the highway truss submitted with application
- Limited one (1) per highway truss
- Limited banner size to three (3) feet by thirty (30) feet
- Install-banner(s) to insure a minimum height clearance of sign and any appurtenance above the roadway to (16) feet
- Sunrise Blvd Location (West Bound Only)
- Federal Highway Location (North Bound Only)

# **Event Banner Sign Permit - Banner Approval Process**

All proposed banner signs for City-sponsored or co-sponsored events or for Public Service Announcements shall be required to adhere to the following approval process:

## Banners signs proposed for a specified time limit not to exceed thirty (30) days:

- Complete application submittal on lauderbuild to the Zoning & Landscaping Division of the Development Services Department. The application submittal must include City Commission Approval and Hold Harmless Agreement (must be signed and notarized).
- 2. Application review and approval through the Administrative Review Process
- 3. Commission Request for Review (CRR) period of fifteen (15) days
- 4. Final approval of banner request
- 5. Zoning Administrator signature required prior to submittal for permitting

## Banner signs proposed for a specified time limit exceeding thirty (30) days:

- Complete application submittal to the Zoning & Landscaping Division of the Development Services
   Department
- 2. Application review through the Administrative Review Process
- 3. Banner request submitted to City Commission for approval on regular commission agenda
- 4. Final approval of banner request subject to City Commission authorization
- 5. Zoning Administrator signature required prior to submittal for permitting
- NOTE 1: Events that appear before the City Commission as a Parks & Recreation item may also include the request to advertise for banner signs subject to location availability.
- NOTE 2: Banner signs associated with events held on City owned or City controlled property must receive approval for the event prior to banner approval. Banner approval may be combined with the application for these types of events (contact Jeff Mehan at 954-828-5062 for more information).
- NOTE 3: All banner sign locations are subject to a first come-first-served basis.
- NOTE 4: All banner signs may only be displayed for the approved period of time. Requests for extensions shall be subject to location availability and standard approval processes.
- NOTE 5: If required, Florida Department of Transportation (FDOT) approval is required prior to issuance of permit. For more information on FDOT requirements please contact Rauxge Wiley at 954-958-7664.
- NOTE 6: Application fee for banner signs is \$89.00.

# **Event Banner Sign Permit - Applicant Information Sheet**

		17	-				
Banner(s) on Highway Trusses:	l J	Yes	<u> </u>	] No			
Banner(s) on Utility Poles:	[ ]	Yes		] No			
NOTE: Indicate display/event period bein	g reques	sted: (banner	s associated	with an event	must be removed withi	n two (2) day	ys of the end of the
Banner Display Dates:	Star	t Date:			End Date:		
Event Dates (if applicable):	Start	t Date:			End Date:		
NOTE: Indicate the Sponsoring Organizat	ion's in	formation					
<b>Sponsoring Organization Name:</b>							
Name of Event:							
Address, City, State, Zip:							
E-mail Address:							
Non-Profit Organization	[ ]	Yes	[	] No			
Civic Organization	[ ]	Yes	[	] No			
NOTE: Indicate President / Executive Offi	cor of S	noncoring (	)raanization				
Applicant Name and Title:	cei oi s	ponsoning v	Jigailization				
Phone:							
Phone:  Is this a Public or Private Event?  NOTE: Indicate the Person/Business Res	ponsible	e for hangin	g and remov	ring the bann	ers		
Is this a Public or Private Event?	ponsible	e for hangin	g and remov	ring the bann	ers		
Is this a Public or Private Event?  NOTE: Indicate the Person/Business Res Name and Title: Phone: Email:						av forfoit (	Vanasit
Is this a Public or Private Event?  NOTE: Indicate the Person/Business Res Name and Title: Phone: Email: Banners shall be removed within se FEES: A nonrefundable permit-process A refundable deposit of \$100.00 per above	eventy-i	of \$10.00 po	ours of explorer banner sign paid to guar	ration of per in will be char antee remova	rmit or applicant m	\$1,000.00 p	er application or e
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<u>APPROVALS</u>: The undersigned applicant hereby certifies that all required County and State permits have been secured as applicable and agrees to obtain a banner sign permit from the City of Fort Lauderdale, further agreeing that the banner(s) will be removed upon the expiration date listed above.

	Signature	Date
Applicant		
Zoning Administrator Approval		
<b>Development Services Dept Approval</b>		
Approval		
Approval		

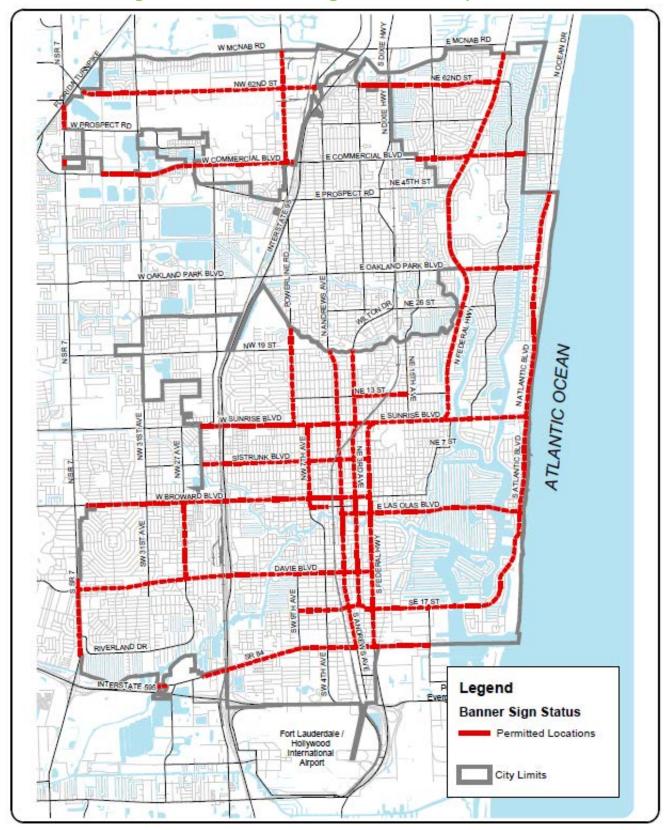
NOTE: Additional space is provided should additional agencies/divisions be required to sign off on banner sign approvals. If none are required these may remain blank.

# **Event Banner Sign Permit – Banner Sign Location**

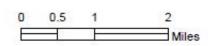
# **Location Limitations:**

- Andrews Avenue: corporate limit to SR 84
- Broward Boulevard: corporate limit to Federal Highway
- Commercial Boulevard: corporate limit to Intracoastal Waterway
- Cypress Creek Road: western corporate limit to Federal Highway
- Davie Boulevard: corporate limit to Federal Highway
- Federal Highway between corporate limits
- Las Olas Boulevard: SW 7<sup>th</sup> Ave to SR A-1-A
- **NE 13<sup>th</sup> Street**: NE 4<sup>th</sup> Ave to NE 15<sup>th</sup> Ave
- Oakland Park Boulevard: corporate limit to SR A-1-A
- Powerline Road
- **SE 17<sup>th</sup> Street**: Federal Highway to SR A-1-A
- **SE/NE 3<sup>rd</sup> Avenue**: SE 17<sup>th</sup> St to Sunrise Blvd
- Sistrunk Boulevard/6<sup>th</sup> Street: corporate limit to Federal Highway
- State Road A1A: SR 84 to NE 6<sup>th</sup> St
- State Road 7
- State Road 84
- Sunrise Boulevard: corporate limit to SR A-1-A
- SW/NW 7<sup>th</sup> Avenue: Las Olas Blvd to Sunrise Blvd
- SW 2<sup>nd</sup> Street: SW 7<sup>th</sup> Ave to SW 3<sup>rd</sup> Ave

# **Event Banner Sign Permit – Banner Sign Location Map**



# Banner Sign Corridors





# **Event Banner Sign Permit – FDOT Application**

http://www2.dot.state.fl.us/proceduraldocuments/forms/informs/57507018.pdf

RULE 14-43.001, F.A.C.

575-070-18 RIGHT OF WAY- 08/08 Page 1 of 2

# APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY Permit No.:			
APPLICANT INFORMATION			
Name of Applicant/Organization:			
Address:			
Telephone #:	Fax #:	E-Mail:	
Contact person (This person will serve	as the contact person for	all questions concerning th	ne banner application
and placement):			
Address (if different from above):			
Telephone #:	Fax #:	E-Mail:	
Date of Request:			
	LOCATION AND DISF	PLAY PERIOD	
This is a request to place 🔲 pole bar	nners  street banners	on the right of way of:	
Highway name & number:			
From (south or west limits):		To (north or east limits):	
Highway name & number:			
From (south or west limits):		To (north or east limits):	
Highway name & number:			
From (south or west limits):		To (north or east limits):	
Highway name & number:			
From (south or west limits):		To (north or east limits):	
Projected installation date:			
Banners will be removed on or before	(if applicable):		
Signature of Applicant			
or Contact Person:			Date:
LC	OCAL GOVERNMENTAL	ENTITY APPROVAL	
Name of Local Governmental Entity:			
Name of signing official (please print):			
Telephone #:	Fax #:	E-Mail:	
Signature of local official:		Date:	
CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT  1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.  2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.  3. The applicant (or applicant's designee) will maintain the banners as permitted.  4. The installation of the banners will not require the installation of poles or other support devices on the right of way.  5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.  6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.  7. A sketch of the proposed banners is attached.  8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.			
Engineer (or designee):			Date:

#### 575-070-18 RIGHT OF WAY - 08/08 Page 2 of 2

# APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

#### APPLICATION FOR BANNER

AGREEMENT: By signing the reverse of this form, each applicant agrees to the provisions of Section 14-43.001(5)(d), Florida Administrative Code:

- To the extent provided by law, the Applicant shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Applicant(s), its agents or employees arising from activities under this permit.
- 2. When the Department receives a notice of claim for damages that may have been caused by the Applicant in the performance of activities that arise under this permit, the Department will forward the claim to the Applicant. The Applicant and the Department will evaluate the claim and report their findings to each other within 14 working days and will discuss options in defending the claim. The Applicant shall bear all expenses for defense of claims against the Department.

#### REQUIRED ATTACHMENTS:

- A sketch or drawing of the banner(s), drawn to scale, including any message, logo, or emblem that will
  appear on the banner.
- A sketch of the specific location(s) of the banner(s), including height, location of supports, proximity to utility poles.
- Sketches, photographs, or specific descriptions of the method used to affix the banner to the support structure.
- Load rating analysis (or photocopy of previously-submitted analysis) bearing the seal of a professional engineer.





# CITY OF FORT LAUDERDALE RELEASE AND HOLD HARMLESS AGREEMENT FOR BANNER SIGN(S)

I,	, ("Applicant - Corporation"), with a principal a	address
located at	hereby agree that as a condition prece	
the effectiveness of the City	y of Fort Lauderdale's approval of my Permit Application	dated
	, to display a total of EVENT BANNER signs on UT	ILITY
POLES, at the locations specified	in the Permit Application, for a period beginning	,
20, and ending on	, 20, ("Permitted Services"), I hereby RELEASE, W	/AIVE,
DISCHARGE, HOLD HARMLES	S AND FOREVER COVENANT NOT TO SUE the City of Fort Lauderc	lale, its
elected officials, employees, servar	nts, representatives, associates, officers, agents, volunteers, partners, succ	cessors
and assigns from any and all liabilit	ty, claims, demands, action, judgments, costs, expenses, court costs, attorn	ey fees
and causes of action whatsoever ari	sing out of or related to any loss or damage to that may be sustained by Ap	plicant
and/or Applicant's employees, serv	vants, representatives, associates, officers, agents, volunteers, partners, such	cessors
and assigns, and/or injury to any pe	erson, including death, WHETHER CAUSED BY OR ALLEGEDLY CA	USED
BY THE SOLE, CONTRIBUTOR	RY, OR GROSS NEGLIGENCE OF APPLICANT, its employees, se	rvants,
representatives, associates, officer	rs, agents, guests, invitees, volunteers, partners, successors and assigns,	, while
performing the services permitted b	by the City, or while in, on or upon the premises where the permitted servi	ices are
being conducted.		

Applicant represents to the City that HE/SHE/IT is aware of all the risks associated with the work necessary to complete the permitted services and elect to VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the Applicant, its employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns, or any third-party, as a result of performing the permitted services, WHETHER CAUSED BY THE SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF APPLICANT, its employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns, while performing the services permitted by the City, or while in, on or upon the premises where the permitted services are being conducted.

Applicant further AGREES TO INDEMNIFY AND HOLD HARMLESS the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss or damage to property, and/or injury to any person, including death, WHETHER CAUSED BY, ALLEGEDLY CAUSED BY, OR CONTRIBUTED IN WHOLE OR IN PART by the action, failure to act, negligence, breach of contract or other misconduct by Applicant, or Applicant's employees, servants, representatives, associates, officers, agents,

volunteers, partners, successors and assigns, while performing the services permitted by the City, or while in, on or upon the premises where the permitted services are being conducted.

It is the express intent of Applicant that this Release and Hold Harmless Agreement shall be binding upon Applicant's heirs, personal representatives, executors and assigns, and shall be deemed to RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND FOREVER COVENANT NOT TO SUE the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns.

Applicant understands and agrees this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

Applicant has unilaterally designated and engaged the services of t	the following third-party to place and remove all
event banner signs:	Name of third-party, if applicable],
with a principal address located at	[Address of third-
party, if applicable] ("Applicant's Agent").	

BY SIGNING THIS RELEASE AND HOLD HARMLESS AGREEMENT, I ATTEST, AFFIRM, AND REPRESENT THAT I AM THE AUTHORIZED REPRESENTATIVE FOR APPLICANT AND THAT ALL OF THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT: I have read this Agreement in its entirety and understand all the terms and conditions outlined in this Agreement; I had an unrestricted opportunity to seek and secure the advice of independent counsel prior to executing this Agreement; I am at least eighteen (18) years of age and of sound and competent state of mind at the time I executed this Agreement; I voluntarily signed this Agreement as an expression of my own free act and deed; There are no oral representations or statements, apart from this Agreement and intend to be bound by its terms; and I was not induced by the City, its employees and/or agents, or anyone, to execute this Agreement.

WITNESSES:	[PRINT APPLICANT CORPORATION'S NAME AS REGISTERED ON FLORIDA SUNBIZ.ORG],
Witness Signature	Signature – Authorized Individual
Print Name:	Print Name – Authorized Individual
Witness Signature	Print Title – Authorized Individual
Print Name:	
STATE OF	CORPORATE SEAL

DEVELOPMENT SERVICES DEPARTMENT 700 NW 19 AVENUE, FORT LAUDERDALE 33311 TELEPHONE (954) 828-6520 WWW.FORTLAUDERDALE.GOV

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or $\square$ online notarization, this	day of	, 20 ,
by	<b>,</b>	[Name of Authorized Individual],
as		[Title or Authorized Individual]
of		[Name of Corporation, as listed on Sunbiz.org]
[SEAL]		
	(Signatu	re of Notary Public- State of Florida)
	(Print. T	ype, or Stamp Commissioned Name of Notary Public)

COUNTY OF \_\_\_\_\_





# CITY OF FORT LAUDERDALE RELEASE AND HOLD HARMLESS AGREEMENT FOR BANNER SIGN(S)

I	("Applicant - Individual")	with a principal address located at
· · ·		ondition precedent to the effectiveness
of the City of Fort Lauderdale's appr		, 20, to display
		pecified in the Permit Application, for a
period beginning	, 20, and ending on	, 20, ("Permitted Services"), I
hereby RELEASE, WAIVE, DISCHARG	GE, HOLD HARMLESS AND FOREVER CO	OVENANT NOT TO SUE the City of Fort
Lauderdale, its elected officials, el	mployees, servants, representatives, a	associates, officers, agents, volunteers,
	3	ds, action, judgments, costs, expenses,
<u> </u>	9	or related to any loss or damage to that
		s, representatives, associates, officers,
0	, , ,	son, including death, WHETHER CAUSED
		LIGENCE OF APPLICANT, its employees,
		nteers, partners, successors and assigns,
	ted by the City, or while in, on or upon th	e premises where the permitted services
are being conducted.		

Applicant represents to the City that HE/SHE/IT is aware of all the risks associated with the work necessary to complete the permitted services and elect to VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the Applicant, its employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns, or any third-party, as a result of performing the permitted services, WHETHER CAUSED BY THE SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF APPLICANT, its employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns, while performing the services permitted by the City, or while in, on or upon the premises where the permitted services are being conducted.

Applicant further AGREES TO INDEMNIFY AND HOLD HARMLESS the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss or damage to property, and/or injury to any person, including death, WHETHER CAUSED BY, ALLEGEDLY CAUSED BY, OR CONTRIBUTED IN WHOLE OR IN PART by the action, failure to act, negligence, breach of contract or other misconduct by Applicant, or Applicant's employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns, while performing the services permitted by the City, or while in, on or upon the premises where the permitted services are being conducted.

It is the express intent of Applicant that this Release and Hold Harmless Agreement shall be binding upon Applicant's heirs, personal representatives, executors and assigns, and shall be deemed to RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND FOREVER COVENANT NOT TO SUE the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns.

Applicant understands and agrees this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. Applicant has unilaterally designated and engaged the services of the following third-party to place and remove all \_\_\_\_\_ event banner signs: \_\_\_\_\_ [Name of third-party, if applicable], with a principal address located at [Address of third-party, if applicable] ("Applicant's Agent"). BY SIGNING THIS RELEASE AND HOLD HARMLESS AGREEMENT, I ATTEST, AFFIRM, AND REPRESENT THAT I AM THE AUTHORIZED REPRESENTATIVE FOR APPLICANT AND THAT ALL OF THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT: I have read this Agreement in its entirety and understand all the terms and conditions outlined in this Agreement; I had an unrestricted opportunity to seek and secure the advice of independent counsel prior to executing this Agreement; I am at least eighteen (18) years of age and of sound and competent state of mind at the time I executed this Agreement; I voluntarily signed this Agreement as an expression of my own free act and deed; There are no oral representations or statements, apart from this Agreement and intend to be bound by its terms; and I was not induced by the City, its employees and/or agents, or anyone, to execute this Agreement. WITNESSES: [Applicant's signature] Witness Signature Print Name: [Print Applicant's name] Witness Signature Print Name: STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_\_, an individual. [SEAL] Signature of Notary Public-State of Florida) (Print, Type, or Stamp Commissioned Name of Notary Public)

> DEVELOPMENT SERVICES DEPARTMENT 700 NW 19 AVENUE, FORT LAUDERDALE 3331' TELEPHONE (954) 828-6520 WWW.FORTLAUDERDALE.GOV

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