

BANNER PROGRAM OVERVIEW

Banners are hung on lamp posts within the District boundaries as well as some lamp posts on the outskirts of the District. Banners are generally changed out between the 1^{st} - 5^{th} of each month.

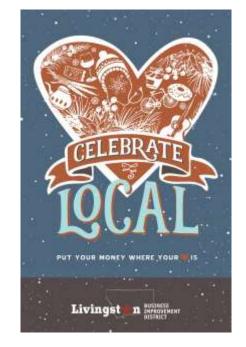
The finished-size of the banners is **24 inches by 36 inches**, constructed with 22 oz or heavier double-sided, outdoor banner material and printed on both sides. Banners must be printed with UV resistant outdoor ink and must have 3-inch, double-stitched sleeves for the upper and lower banner bracket arms.

To issue uniform design and construction, the organization requesting rental must submit a request for an approved banner design prior to the installation. The banner design

must be pre-approved by Livingston Business Improvement District (LBID) board members. The banner design must also include the LBID logo on the bottom 6 inches of the banner.

Guidelines and Regulations

- **Banner Brackets:** Are installed on commercial "vintage" street lamp posts only.
- Banner Spaces: Are reserved for non-profits and local events promoting Livingston and/or Livingston area events and programs. LBID banners will be used as "filler displays" on vacant street lamp posts.
- Conract/Application: Download form at <u>www.downtownlivingston.org</u> or email LivingstonBID@gmail.com or info@downtownlivingston.org. Send a pdf or jpeg version of the banner design and a draft contract (pages 3 to 6) to either email address.



• **Design Approval**: Must meet approval of LBID. The bottom 6 inches of the banner must display the Livingston Business Improvement District logo. **Digital logo is available from LBID.**



Banner Purchase: To maintain banner quality and specifications, organizations must purchase approved design banners from Britten Studios (231-995-8605) OR a local provider who must use 22 oz. vinyl and produce banners exactly to Britten Studios specifications. A sample banner can be accessed by contacting LivingstonBID@gmail.com or info@downtownlivingston.org. It is



recommended that banners be produced without time sensitive information so that they can be rehung for future promotion opportunities. Banners can generally last up to five seasons in Livingston's weather conditions.

- **Banner Displays:** A minimum of 6 and a maximum 30 banners per organization can be displayed. As street lamp post numbers increase, minimum and maximum numbers may change.
- **Banner Display Time Periods:** Banners must be displayed for a minimum of two months and a maximum of 3 months.
- **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/Application pages 3-6) is required to cover costs of banner installation, bracket maintenance and banner removal. Price reductions are given for more than twelve banners displayed at a time.





DOWNTOWN LIVINGSTON STREET LAMP BANNER RENTAL APPLICATION/CONTRACT AGREEMENT

| This CONTRAC | CT AGREEMENT is made and entered into on theday of, | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|
| 20 | by and between Livingston Building Improvement District, PO Box 284, | | | | | | | | |
| Livingston Mont | ana 59047, herein referred to as LBID and | | | | | | | | |
| | (Organization's Name), located at | | | | | | | | |
| | (Address), herein referred to as Lessee. | | | | | | | | |
| | | | | | | | | | |
| Contact informa | ation for the Lessee is: | | | | | | | | |
| Key Contact Per | rson: | | | | | | | | |
| Phone Number: | | | | | | | | | |
| Email Address: | | | | | | | | | |

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 who desires to lease the use of the street lamp post banner arms from the LBID.



Therefore the LBID and the Lessee agree to the following:

1. **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 12 for one month; 6 for two months or more; and, the maximum number of banners is 28. The minimum number of display days is 30 days and the maximum number of display days is 90 days. Discounts on displaying 14 or more banners apply to the following fee schedule.

| Number of Banners | Rate/Banner | 1 Month Rental Fee | Rate/Banner | | 2 Month Rental Fee | | Rate/Banner | | 3 Month ental Fee |
|-------------------|-------------|-----------------------|-------------|------|-----------------------|----------|-------------|------|----------------------|
| 6 | | | \$ | 1.00 | \$ | 360.00 | \$ | 1.00 | \$ 540.00 |
| 8 | | | \$ | 1.00 | \$ | 480.00 | \$ | 1.00 | \$ 720.00 |
| 10 | | | \$ | 1.00 | \$ | 600.00 | \$ | 1.00 | \$ 900.00 |
| 12 | \$ 1.00 | \$ 360.00 | \$ | 1.00 | \$ | 720.00 | \$ | 1.00 | \$ 1,080.00 |
| 14 | \$ 1.00 | \$ 420.00 | \$ | 0.85 | \$ | 714.00 | \$ | 0.80 | \$ 1,008.00 |
| 16 | \$ 1.00 | \$ 480.00 | \$ | 0.85 | \$ | 816.00 | \$ | 0.80 | \$ 1,152.00 |
| 18 | \$ 1.00 | \$ 540.00 | \$ | 0.85 | \$ | 918.00 | \$ | 0.80 | \$ 1,296.00 |
| 20 | \$ 0.85 | \$ 510.00 | \$ | 0.85 | \$ | 1,020.00 | \$ | 0.80 | \$ 1,440.00 |
| 22 | \$ 0.85 | \$ 561.00 | \$ | 0.70 | \$ | 924.00 | \$ | 0.65 | \$ 1,287.00 |
| 24 | \$ 0.70 | \$ 504.00 | \$ | 0.70 | \$ | 1,008.00 | \$ | 0.65 | \$ 1,404.00 |
| 26 | \$ 0.70 | \$ 546.00 | \$ | 0.70 | \$ | 1,092.00 | \$ | 0.65 | \$ 1,521.00 |
| 28 | \$ 0.70 | \$ 588.00 | \$ | 0.70 | \$ | 1,176.00 | \$ | 0.65 | \$ 1,638.00 |

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 fee owed to LBID must be paid in full before banners will be hung on lamp posts.** *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 pickup of banners shall be as follows:
 - Lessee shall deliver the banners to an LBID representative, no less than 5 business days prior to the installation date on ______(mm/dd/yy).
 - Estimated date that the LBID will install the banners____(mm/dd/yy).
 - Estimated date that the LBID will remove the banners____(mm/dd/yy).
 - Banners can be stored by LBID; a \$25 fee covers the storage fees for the year. Please add the \$25 fee to your total rental amount when determining final payment due.
 - 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: 22 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 LBID 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 LBID prior to production. LBID 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 <u>indemnify</u> the LBID and the City, affiliated organizations 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, <u>unless caused</u> 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, 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 reminder 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 Representativ | e | | |
|--------------------|----------------|---------|--|
| | (printed name) | (title) | |
| | (signature) | (date) | |
| Lessee | | | |
| | (printed name) | (title) | |
| | (signature) | (date) | |