

## **APPLICATION FOR BANNER PERMIT**

*As required by Municipal Code Chapter 333.*

### ***Requirements for Banners:***

- (1) Applications shall be made to the Township Clerk's Office at least **30 days** prior to the intended day of display.
- (2) Banners shall announce functions or fund-raising events for charitable, educational, civic or religious organizations within the Township of Franklin.
- (3) Banners may remain in place for no more than **14 days**.
- (4) The dimensions of a banner may not exceed six feet in height or 16 feet in length, with a maximum area of 32 square feet.
- (5) The highest portion of the banner shall not exceed 25 feet.
- (6) The minimum clearance of banners above the finished grade level shall be 16 feet.
- (7) Banners shall not be lighted.
- (8) Banners shall be displayed at least 1,000 feet from any traffic signal.
- (9) Banners to be displayed across county/and or state roads shall be subject to any applicable standards and permit requirements of the County of Somerset and/or State of New Jersey, respectively.

### ***Additional Documentation to be submitted with Application:***

- (1) Sketch of banner, including type, color, material and language.
- (2) Sketch of the proposed location of the banner.
- (3) Certificate of Insurance from an A-rated insurance company setting forth the Township of Franklin as a named insured under the policy, with liability insurance limit of \$1,000,000 per occurrence.
- (4) Indemnification Agreement indemnifying and holding the Township of Franklin harmless from any claims arising therefrom.

**APPLICATION FOR BANNER PERMIT**

*As required by Municipal Code Chapter 333.*

***Applicant Information:***

Name \_\_\_\_\_

Address \_\_\_\_\_

Type of Organization: (Please circle one) Charitable Educational Civic Religious

***Contact Person Information:***

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

***Purpose of Banner:***

\_\_\_\_\_  
\_\_\_\_\_

***Date(s) Banner to be displayed:***

\_\_\_\_\_

***Location where Banner is to be displayed:***

\_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\* \* \* \* \*

**FOR TOWNSHIP USE ONLY**

- Application (Date \_\_\_\_\_)  Sketches (Date \_\_\_\_\_)
- Insurance Certificate (Date \_\_\_\_\_)  Indemnification Agreement (Date \_\_\_\_\_)
- Sent to Police Chief (Date \_\_\_\_\_)

Approved by Police Chief: Signature \_\_\_\_\_ Date \_\_\_\_\_

Denied by Police Chief: Signature \_\_\_\_\_ Date \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

**BANNER PERMIT  
IDEMNIFICATION AGREEMENT**

**TO:** Township of Franklin  
475 DeMott Lane  
Somerset, NJ 08873

The following Agreement must be signed and notarized by the authorized officer(s) of the company or organization.

In consideration for the grant of this permit by the Township of Franklin the undersigned permittee agrees as follows:

1. **Observance of Permit and all Laws.** The undersigned shall faithfully observe, keep and obey all terms and conditions of the permit, and all laws, rules and ordinances of the Township of Franklin relating to said permit, now in effect, including any amendments thereto. The undersigned shall also faithfully observe, keep and obey all laws, rules and regulations of any other governmental entity including county, state and federal regulations which may apply to the permit.
2. **Violation.** Upon the violation of any of the terms and conditions of the permit, or any other law, regulation or ordinance, the undersigned understands that it may be subject to criminal or civil penalties, including, but not limited to, the suspension or revocation of the permit.
3. **Indemnification.** The undersigned shall save and protect, hold harmless, indemnify and defend the Township, its Council, officers, agents, employees, and volunteer workers against any and all liability, causes of action, claims, loss damages or cost and expense arising from, allegedly arising from, or resulting directly or indirectly from any acts of the permittee or any of its officers, employees, independent contractors or agents done in the performance or operation under this permit, or any act done under pretended authority of this license. This agreement to indemnify and hold the Township harmless shall include any costs incurred by the Township in defending any action involving an act by the permittee or any of its officers, employees, independent contractors or agents, and shall include any attorney's fees incurred by the Township.

**In Witness Whereof**, the undersigned has executed this Indemnification Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Permittee (company/organization)

By \_\_\_\_\_  
Officer of Company/Organization

Sworn and Subscribed Before Me  
this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public