

**REQUIREMENTS FOR HANGING
BANNERS ACROSS MAIN STREET**
Amended by Board of Selectmen – 9/15/10

NOTE: All requirements must be met to have a banner across Main Street.

1. **Non-Profit Groups** – Banners will be hung across Main Street for Westport non-profit organizations only. No commercial messages shall be allowed.
2. **Fees** – Non-profit groups wanting to reserve a week to hang a banner will be required to complete the **Banner Request Form** and send it along with a refundable \$50 deposit (check payable to Town of Westport) at the time of reservation. The refundable deposit of \$50 will be returned by the town to the non-profit group after the banner has come down. If non-profit group does not deliver banner to hang and does not cancel such reservation three months in advance of the week reserved, the \$50 deposit will not be returned and will be retained by the town. No other fee will be required for the privilege of hanging a banner across Main Street.
3. **Time Limits** – Banners will be hung for a maximum of seven days, Monday to Monday, and may include one weekend only. Banners must be in the Selectman's Office, (Town Hall – Room 310) no later than 3 p.m. four days before it is scheduled to be hung. (The Wednesday before the Monday that banner is to be hung.)
4. **Reservations** – The Selectman's Office will take reservations from non-profit groups to hang a banner across Main Street up to one year in advance.
5. **Dimensions** – Length: 17 feet; width: 3.5 feet; grommet at 24 inches on center; slits at 24 inches on center or construction with an open weave mesh. The banner will be hung at least 16 feet above surface of Main Street.
6. **Identification** – All banners must have name of organization and contact telephone number in permanent ink, one inch letters, on reverse side of upper left or right hand corner.
7. **Insurance** – Any individual or group requesting to hang a banner across Main Street must first obtain Comprehensive Combined Bodily Injury and Property Damage Liability Insurance in the amount of \$1 million, and Workers' Compensation and Employers Liability Insurance as provided by Connecticut law and custom. The Town of Westport must appear on the Insurance Certificate as an additionally insured. Acceptable Certificates of Insurance shall be submitted to the Selectman's Office prior to the banner placement.
8. **Indemnification and Hold-Harmless** – Any individual or group requesting to have the town hang a banner across Main Street must first agree to indemnify and hold harmless the town and its respective officers, agents or servants, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death), sustained by the public, any or all persons on or near work, or by any other person or property, real or personal (including property of the town), caused in whole or in part by acts of the individual or group hanging the banner, or their agents, while engaged in hanging or removing the banner, and during the time the banner is hung above Main Street.
9. **Banner Storage** – Please pick up banner within a week after it has been scheduled to be taken down. There is NO storage space in Town Hall for banners. The town cannot be responsible for banners not picked up in a timely manner. Thank you for your cooperation.



WESTPORT, CONNECTICUT

James S. Marpe
First Selectman

BANNER REQUEST FORM

Name of Non-Profit Organization: _____

Requested Week: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

FOR OFFICE USE ONLY

Week Confirmed _____

\$50 Deposit Received _____

Insurance Received _____

Hold Harmless Received _____

Banner Picked Up _____

Deposit Refunded _____



WESTPORT, CONNECTICUT

James S. Marpe
First Selectman

INDEMNITY (HOLD HARMLESS) AGREEMENT (revised May, 2015)

Agreement is made this _____ day of _____ 20 _____

between _____ ("Indemnitor") and the
Town of Westport, Connecticut, a municipal corporation ("Town").

WHEREAS Indemnitor has requested permission to **use public roads and/or Town-owned property** for
the purpose of holding _____ (event) on _____ (date/s).

OR

WHEREAS Indemnitor has requested permission to **hang a banner across Main Street** on
_____ (date).

THEREFORE, in consideration of receipt of said permission, Indemnitor agrees:

1. That it will indemnify and hold harmless the Town, its agents, servants, representatives and employees from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property, arising out of the event on public roads and/or Town-owned property in the Town for which Indemnitor, in whole or in part, or anyone for whose acts Indemnitor may be liable, is liable.
2. That it will provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

The policy shall name the Town as an additional insured and include ISO Form CG 2026.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of liability in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of the applicant.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it.

WITNESSES

INDEMNITOR(S)

STATE OF CONNECTICUT:

ss: Westport, Connecticut, _____20_____

COUNTY OF FAIRFIELD :

Personally appeared _____ signer(s) and sealer of the forgoing instrument, and acknowledged the same to be his/her/their free act and deed, before me.

Commissioner of the Superior Court

Notary Public