

CITY OF WEST HOLLYWOOD

**APPLICATION FOR ENCROACHMENT PERMIT
STREET LIGHT POLE ATTACHMENT OF SPECIAL OCCASION BANNERS**

Application is hereby made for a revocable Encroachment Permit to install street light pole attachment of special occasion banners. *(Please type or print the following)*

Provide the following information regarding the applicant for this Encroachment Permit (NOTE: the applicant must be the party who will be responsible for the banners and attachment equipment; and will perform the installation/removal activities to attach/remove the banners on the street light poles):

APPLICANT'S NAME _____

APPLICANT'S ADDRESS _____

_____ ZIP _____

APPLICANT'S PHONE NUMBER _____

APPLICANT'S FAX NUMBER _____

Provide a brief description of the event to be advertised on the proposed banners (NOTE: the West Hollywood Municipal Code states that banners may be authorized for commercial thoroughfares only for announcing events within the City of a general civic and public nature):

Provide the date of installation for the proposed banners, date of the event advertised on banner, and the time period for the banners to be displayed on the street light poles (NOTE: the West Hollywood Municipal Code states that banners may not be displayed for more than thirty (30) days before and not more than five (5) days after the period during which the proposed event takes place):

Date of Installation _____

Date of Event _____

Time Period Banners are to be Displayed:

From _____ To _____
(Date) (Date)

EVENT SPONSOR _____

EVENT SPONSOR'S ADDRESS _____

_____ ZIP _____

EVENT SPONSOR'S PHONE NUMBER _____

For Vertical Panel type banners, provide a listing of the locations and number of street light poles to be affected by the proposed banner installation (NOTE: provide a separate listing for each side of each street):

1. [North, South, East, West] side of _____
(circle one) (street name)
from _____
(name of cross street or street address)
to _____
(name of cross street or street address)
_____ street light poles
(# of poles)

2. [North, South, East, West] side of _____
(circle one) (street name)
from _____
(name of cross street or street address)
to _____
(name of cross street or street address)
_____ street light poles
(# of poles)

3. [North, South, East, West] side of _____
(circle one) (street name)
from _____
(name of cross street or street address)
to _____
(name of cross street or street address)
_____ street light poles
(# of poles)

4. [North, South, East, West] side of _____
(circle one) (street name)
from _____
(name of cross street or street address)
to _____
(name of cross street or street address)
_____ street light poles
(# of poles)

LIABILITY AND INSURANCE

The Applicant shall, at its own cost and expense, procure and maintain in force policies of comprehensive public liability insurance in a combined single limit amount of at least one million dollars (\$1,000,000) covering the applicant's operations with the special occasion banners within the public right-of-way. Such insurance shall be procured from an insurer authorized to do business in California, shall be subject to the approval in writing of the City, shall provide primary and not excessive coverage, shall **name the City of West Hollywood and Southern California Edison, their officers and employees and the event sponsor** as additional insureds and shall contain provisions that prohibit cancellation, modification, or lapse without thirty (30) days prior written notice to the City.

In addition, the applicant shall procure and maintain in force Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per accident.

Certificates of Insurance for the coverages identified in the two previous paragraphs must be on file with the City Engineer prior to issuance of this Encroachment Permit for street light pole attachment of special occasion banners.

SPECIAL CONDITIONS

Permission is granted to attach special occasion banners to street lighting poles, located within the City of West Hollywood public right-of-way, belonging to the Southern California Edison Company subject to the following conditions:

The City of West Hollywood and the Southern California Edison Company shall be held harmless and indemnified against all loss, expense, claims, actions, cause of action, damage, cost, or liabilities, including court costs and attorney fees, for injuries to or death of any person(s), including employees, agents, and contractors of the City of West Hollywood and Southern California Edison, arising out of or resulting in any manner whatsoever from the attachment, installation, maintenance, and/or removal of special occasion banners and assemblies on Edison-owned street light poles.

It is agreed that all such materials shall be approved by the Edison Company prior to attachment or installation, and attached to Edison street light poles by means of a stainless clamping ring and in a manner that will not crush, crack, or deform the street light pole. The material, while being displayed, shall clear any overhead street lighting conductor by a minimum of ten (10) feet.

It is understood and agreed that should a street light pole be crushed, cracked, deformed, or damaged in any other way by the attachment of such material, the Permittee will reimburse the City of West Hollywood and Southern California Edison Company for any expenses for corrective action required including, but not limited to, the replacement of the street light pole.

It is also agreed that said special occasion banners and assemblies shall be installed and maintained by the Permittee in a good, safe and workmanlike manner and in compliance with all applicable laws, rules, regulations, ordinances, and decrees of all lawable laws, regulations, ordinances, and decrees of all lawfully constituted administrative agencies, or tribunals pertaining thereto, including General Order No. 95 of the Public Utilities Commission of the State of California, and the California Occupational Safety and Health Act.

The Permittee agrees to install said banners on or after _____. The Permittee also agrees to remove all such special occasion banners on or before _____. In the event that Permittee fails to remove such material by _____, the City of West Hollywood and/or Southern California Edison will remove such material and Permittee agrees to reimburse the City of West Hollywood and/or Southern California Edison for such removal and storage costs.

* * * * *

I hereby make application for an Encroachment Permit for street light pole attachment of special occasion banners. I understand that this Encroachment Permit is subject to the provisions required by the West Hollywood Municipal Code and the conditions included on pages one through four of this form.

(Applicant's Signature) Date _____

Approved by _____ Date _____
(City Engineer)