

**DOWNTOWN DAYTON PARTNERSHIP
PROMOTIONAL BANNER PROGRAM
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

In consideration of the use of the public right-of-way and structures within that right-of-way for the purpose of allowing temporary banners or signs to be placed thereupon, the applicant recognizes that there may be some added risk associated with the placement, installation, display, or removal of such banners or signs.

Therefore, the applicant agrees to indemnify, represent, defend, and hold harmless the City of Dayton, The Downtown Dayton Partnership, the Dayton Holiday Festival, Inc., The Dayton Power and Light Company, and any other utility or entity upon whose property such banners or signs are placed; their agents, officers, and employees; and their heirs or assigns from any and all demands, claims, suits, actions, damages, costs, fees, or liabilities resulting from injuries or death to any persons, or property damage or loss resulting from, caused by, incidental to or otherwise associated with the placement, installation, display, or removal of said banners or signs, whether due to the negligence of the applicants, its agents or contractors, or any other persons or entities. Applicant shall further provide insurance for personal, property, and bodily injury in the amount of \$1,000,000 in which the applicant, the City of Dayton, the Downtown Dayton Partnership, The Dayton Power and Light Company, and any other utility or entity upon whose property banners or signs are placed, are named as additional insureds. An acceptable certificate of insurance shall be provided no less than ten (10) days prior to the placement of said banners or signs.

Insurance coverage shall remain in effect beyond the scope of the time period for which said banners or signs are to be displayed, to include coverage of activities such as the erection and dismantling of signs or banners, any holding over of displays, and/or activities incidental to the placement, installation, display, or removal of banners or signs.

Applicant further understands and agrees to assume responsibility for inspecting and correcting any defects in the signs or banners prior to their display or installation.

Applicant shall further hold the City of Dayton, The Downtown Dayton Partnership, the Dayton Holiday Festival, Inc., The Dayton Power and Light Company, and any other utility or entity upon whose property such banners or signs are placed, and their agents, officers, and employees, heirs or assigns from any and all claims for damages to the signs or banners whether caused by the negligence of the above named parties or not. Applicant shall further indemnify the above named parties for any damages caused by the improper construction of the banners or signs.

Applicant Organization

Authorized Signature

Date

(This signed and dated Agreement must accompany the Application)