



TOWN OF NEDERLAND BANNER PERMIT APPLICATION

As per Nederland Municipal Code (NMC) **Section 18-83**, a Temporary Sign is defined as: a sign, banner or similar device or display which is intended for a temporary period of time. For the purposes of this Article, any political signs, internal window signs, construction signs, project signs, signs, banners or decorations associated with a special event, real estate or rental signs, cooperative commercial signs or business announcement signs shall be the only temporary signs recognized. Any other sign placed on the exterior of a building shall be deemed a permanent sign.

As per Nederland Municipal Code (NMC), **Section 18-97** Banners are considered a temporary sign, which is permitted in all zoning districts without a sign permit, subject to the following specific requirements. There is no fee involved.

Special Event Signs, Banners and Decorations - May be permitted for holidays, grand openings or similar occasions and shall be allowed to be displayed 30 days from the date installed and taken down within 1 week after the event.

Date of Application: _____

Applicant/Business Name: _____

Mailing Address: _____ Phone: _____

Email: _____

Preferred Banner Location: Entrance Sign Mining Headframe

Banner Height: _____ Banner Width: _____ Banner Material: _____

Number of Banners: _____ Timeframe Proposed: _____

Method of Support or Attachment: _____

Proposed Banner Text: _____

If Special Event, which event: _____

Date of Event: _____

Applicant Signature

Date

**Please submit this application to the Nederland Town Hall, P.O. Box 396, 45 W. First St.,
Nederland, CO 80466. Tele: 303.258.3266, Fax: 303.258.1240**

For Office Use Only:

Permit # _____

Approved by: _____ Title: _____ Date: _____

Comments: _____

Date Banner to be Hung: _____

30-day Timeframe for Removal: _____

Confirmed Removed: _____ Date: _____

**TOWN OF NEDERLAND, COLORADO
RELEASE AND INDEMNIFICATION:
USE OF TOWN ENTRYWAY PROPERTY, STRUCTURE(S) AND/OR SIGN(S)**

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for my use of the property belonging to the Town of Nederland located at the entrance to Town on the North side of Colorado Highway 119 and/or the Visitor Center Parking lot used by the Town for the location of signs and banners to welcome and provide civic information to people entering and driving through the Town (the "Property"), I, on behalf of myself and on behalf of the entity I represent, _____, do hereby acknowledge, represent, and agree as follows:

A. I understand that the use of the Property by me and by the entity I represent, if applicable, may be dangerous and does or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with my use of the Property, such as falling from ladders, structures that I or others voluntarily ascend; being stricken by objects blown by the wind, or falls caused by high winds; or encountering other dangerous conditions of the Property and being stricken by traffic on or near the Property.

_____ (Initial here)

B. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I and the entity I represent hereby expressly assume all such risks of injury, loss, or damage to me and to the entity I represent, arising out of or in any way related to the use of the Property by me and by the entity I represent, whether or not caused by the act, omission, negligence, or other fault of the Town of Nederland ("Nederland"), its officers, employees, agents, or by any other cause.

_____ (Initial here)

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I and the entity I represent further hereby waive, and exempt, release, and discharge the Town, its officers, employees and agents, from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the use of the Property by me or the entity I represent, whether or not caused by the act, omission, negligence, or other fault of the Town, its officers, employees, agents, or by any other cause.

_____ (Initial here)

D. I and the entity I represent further agree to defend, indemnify and hold harmless the Town, its officers, employees, agents, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town, its officers, employees, agents, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in

any way related to the use of the Property by me or by the entity I represent, if applicable, whether or not caused by the act, omission, negligence, or other fault of me or of the entity I represent, or by the act, omission, negligence, or other fault of the Town, its officers, employees or agents, or by any other cause.

_____ (Initial here)

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence, or other fault of the Town, its officers, agents and/or its employees, and that said **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____ (Initial here)

F. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees and upon the entity I represent. By signing said **AGREEMENT**, I represent that I have full legal authority and ability to bind the entity I hold myself out as representing and that I possess the authority to make those waivers, releases, representations and covenants contained herein on behalf of such entity.

_____ (Initial here)

SIGNATURE AND DATE:

Print Name: _____ **Print Entity Name:** _____

(if applicable)

Signature: _____ **Print Title/Office:** _____

(if applicable)

Date of Signature: _____