



Rotary Club of Idyllwild - Banner Program Agreement

This Banner Program Agreement (the "Agreement") is entered into this ____ day of _____, 20__ by and between The Rotary Club of Idyllwild, a California non-profit organization ("Rotary") and _____ a non-profit organization ("Requestor") with a Federal Tax ID of _____.

Rotary financed and supervised the installation of the facilities (including poles and lines) between "The Fort" retail building and the "Red Kettle" restaurant (the "Display Site") that are used for displaying banners promoting Idyllwild community service activities and projects of non-profit organizations (the "Banner Program"). Rotary desires to make the Banner Program available as a courtesy to Idyllwild based community organizations. Banners are displayed for a minimum of seven (7) days, not to exceed twenty-one (21) days as determined by the Rotary Banner Committee in its sole discretion. Applications must be submitted for review and approval at least ten (10) days prior to the requested display Term (defined below).

Requestor desires to have their banner installed on the Display Site for the intended purpose of _____ (the "Event") for the period beginning _____ . Requestor desires their banner be displayed for a period of ____ weeks (the "Term").

AGREEMENT

Subject to the terms, covenants and conditions of this Agreement, Rotary is willing to grant Requestor permission to use the Banner Program in consideration of the mutual promises contained herein. The parties agree as follows:

1. Requestor is responsible for the design and production of their banner. Requestor agrees to comply with the banner construction requirements described herein and notify the Banner Committee of its intention to have a banner installed prior to the Term commencement.
2. Only banners promoting activities or projects of significant community service or interest will be considered for display. Commercial, political, or religious messages will not be displayed. Priority will be given to organizations based on the submittal date of request.
3. Requestor agrees to be fully financially responsible for any damage to their banner or any injury to any person which may arise in connection with this Agreement and/or the banner.
4. Requestor understands and agrees that Rotary 1) is providing the Banner Program at no fee, 2) has the sole and absolute right to determine acceptability of the Event banner, its placement, duration of display, removal after the initial seven (7) days, and 3) is not responsible for any damage, wear and tear, loss, deterioration, collapse or destruction of the banner.
5. Requestor agrees that any and all costs incurred with regard to the Event and/or banner, or any claims of third parties for liens, personal injury, or property damage with respect to the use of the Banner Program and Display Site shall be borne by Requestor at Requestor's sole cost and expense. Requestor agrees to indemnify and hold Rotary and Rotary International, their officers, directors, agents, volunteers and employees harmless from and against any claim of loss, demands, causes of action, liens, judgments, fines and expenses (including, without limitation, attorneys' fees), cost or liability of any nature whatsoever arising out of or incurred in connection with this Agreement and/or the banner and/or Event.
6. Requestor understands that multiple banners may be placed on the Display Site concurrently with Requestor's banner and such additional banners may impact Requestor's banner placement and duration of Requestor's Term.
7. Requestor agrees to provide a Certificate of Insurance for liability coverage if requested.

BANNER CONSTRUCTION REQUIREMENTS

Banner height must be four (4) feet with a minimum length of four (4) feet and a maximum length of twelve (12) feet, however, ten (10) feet is recommended. The banner must be printed on both sides (back-to-back banners will not be hung). Durable, waterproof, outdoor vinyl is highly recommended. Grommets must be #4 (1/2" inner diameter), spaced approximately 18 to 24 inches apart. Wind flaps are strongly suggested.

A streamer with additional information may be added to the bottom of a banner at the time of installation. A streamer may be up to 18" high with width and grommet spacing matching that of its banner. Streamer can be used with a generic banner for changing information such as date, time, location, or to highlight some special event at different times during the year.

BANNERS OR STREAMERS THAT DO NOT MEET THE ABOVE REQUIREMENTS MAY NOT BE HUNG.

DESIGN CONSIDERATIONS

1. Keep your message, text and graphics simple and bold. Banners in the Display Site are mostly viewed by people in vehicles driving under the banners.
2. Use of bright, bold colors and heavy black (or white against dark backgrounds) enhance visibility.
3. Lots of white space makes reading easier. Keep it simple.

PROCEDURE FOR SUBMITTING A BANNER FOR DISPLAY

A representative of an organization with an acceptable banner must bring their banner to the Display Site at 8:00AM, Mondays. If Monday falls on a holiday, the following day, Tuesday, will be the installation day. Unless other arrangements have been made with the Banner Committee, a representative must also be present on the Monday when their banner is scheduled to be removed. Rotary accepts no responsibility for storing, maintaining or returning any organization's banner. Unclaimed banners will be disposed at the sole discretion of the Banner Committee.

NOTICES

Any notice to be given to Rotary or Requestor shall be in writing and shall be deemed to have been properly delivered when directed to such addressee as follows:

"Rotary"

Rotary Club of Idyllwild
P O Box 152
Idyllwild, CA 92540-0152
Attention: President
Email: IdyllwildRotaryClub@gmail.com

"Requestor"

Attention: _____
Email: _____
Phone: _____

Requestor warrants that Requestor has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the person executing this Agreement on behalf of Requestor has the right, power and authority to do so. Parties have executed this Agreement on the dates indicated below.

"Rotary"

Rotary Club of Idyllwild
Authorized Agent:

By: _____

Print Name: _____

Date: _____

"Requestor"

By: _____

Print Name: _____

Date: _____