



THE CITY OF ASPEN

CITY OF ASPEN

2014 SANDWICH BOARD SIGN LICENSE

A REVOCABLE LICENSE FOR A
SIGN IN THE PUBLIC RIGHT-OF-WAY

License (office Use Only) # _____

Applicant to complete following information:

Business Name and Address: _____

Owner's Name and Address: _____

Best Contact Information: Phone No: _____ Email: _____

Date Application Made: _____

(Sandwich Board Signs on public right-of-way (Sidewalk) is permitted Jan 1st – December 31st.)

Description of Sign: _____

(Email a picture of the sign to jim.pomeroy@cityofaspen.com)

Picture(s) of your sandwich board sign have been attached or emailed to jim.pomeroy@cityofaspen.com? Yes No

The sandwich board sign is no larger than 6 sq. ft. on each side and constructed of wood or metal? Yes No

I agree to keep a 6-foot wide clear path for pedestrians at all times. Yes No

I agree to the License Terms and Insurance Requirements listed on the back of this form. Yes No

I understand the City may require temporary removal of sign during special events. Yes No

I have received approval from my landlord or property manager
(Attach or email approval letter) Yes No

Accepted and Agreed to:

Owner / Agent's Printed Name

Owner / Agent's Signature

Date

Office Use Only	
Date Submitted: _____	
Property owner /or agent approval letter: <input type="checkbox"/> Yes <input type="checkbox"/> No	Parcel ID# _____
Are there already approved sandwich board signs for that Building: <input type="checkbox"/> Yes <input type="checkbox"/> No	Notes: _____
Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Zoning approval: _____ date: _____	
Comments: _____	

Insurance Requirements and License Terms:

This Temporary Revocable License is to occupy, maintain and utilize the described portion of public right-of-way for the purpose of placing a Sandwich Board upon the City right of way. This license is granted for a specific use and within a specified term as described. No other purposes are allowed pursuant to this license. This license is subordinate to the right of City of Aspen to use said area for any public purposes and may be terminated at any time and for any reason at the sole discretion of the City of Aspen. Upon termination, Licensee shall immediately remove the Sandwich Board, If the Sandwich Board is not removed within 48 hours of notice of termination, the City may remove the Sandwich Board and dispose of it at the sole discretion of the City.

Unless the property that is the subject of this license agreement is covered by a homeowner's insurance policy, Licensee shall at all times during the term hereof, carry public liability insurance for the benefit of the City as per the signed "Affidavit of Insurance Coverage". All insurance policies that are maintained pursuant to this agreement shall contain the following endorsement: ***"It is hereby understood and agreed that this insurance policy may not be canceled by the surety until thirty (30) days after receipt by the City, by registered mail, of a written notice of such intention to cancel or not to renew."***

Licensee must carry employee and public liability insurance with minimum limits of not less than \$150,000 per person and \$600,000 per occurrence, or as specified by Section 24-10-114, C.R.S, and property damage insurance with a minimum limit of not less than \$150,000 for any single occurrence for the duration of this license. The City of Aspen shall be named as co-insured on the policy. Licensee shall produce proof of such insurance whenever the City of Aspen requests.

Licensee agrees to indemnify and hold harmless the City of Aspen, its officers, employees, insurers, and self-insurance, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, death, property loss or damages, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this license, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or part by the act, omission, error, professional error, mistake, negligence, or other fault of licensee. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claim or demands at the sole expense of the licensee or, at the option of the City of Aspen, licensee agrees to pay City of Aspen or reimburse City of Aspen for the defense costs incurred by the City of Aspen in connection with, any such liability, claims, or demands. The licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent. The licensee waives any and all claims against the City of Aspen for loss or damage to the improvements constructed within the encroachment area.

Licensee is responsible for the maintenance of the public right-of-way, together with improvements located therein, in a safe a clean condition. A pedestrian pathway six feet or greater in width, free and clear of obstruction for safe passage, is required at all times. The City of Aspen, in the exercise of its discretion, may cause Licensee to adjust, remove, or alter the location of the sign to ensure public safety. This may include temporary removal of sign or adjustments during special events.