



Applicant

Name:

Address:

Company Name:

Email:

Phone Number:

Property Owner Same as Applicant

Company Name:

Company Address:

Representative Name:

Email:

Phone Number:

The undersigned affirms that he/she is the property owner or authorized agent of property for which he/she is applying for a Temporary Banner Permit, has read and is familiar with Chapter 62, Article XIII, Division 8 of the City Code, and agrees to indemnify and hold the City harmless and conform to the general notes and conditions of this application.

Signature (Owner or Authorized Agent / Lessee)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements personally appeared:

(Name of applicant)

who, after being first duly sworn upon oath deposes and says that he/she is the applicant for this Temporary Banner Permit and that he/she has made and read the foregoing application and that the statements therein contained are true and correct and acknowledges that he/she will be subject to requirements and limitations of Chapter 62, Article XIII of the City Code as amended.

Signature

Sworn and subscribed to before me this _____ day of _____, 20_____.

Notary Public, State of Florida at large

My Commission Expires

Temporary Banner Information

Requested Installation Date:

Duration: Removal Date:

Property Address (where temporary banner will be installed):

Temporary Banner Size:

Width (ft): Height (ft): Area (SF):

Temporary Banner Type:

Temporary Banner Location:

Other:

Is Temporary Banner Illuminated:

Is Temporary Banner related to an event, activity, exhibition, or performance at a not-for-profit or government owned building?

Event Information

Event Name:

Event Description:

Event Address:

Event Start Date: Event End Date:

Temporary Event Permit No.:

Fire Department Questionnaire Answer ALL Questions

1. Is the address of the property where the banner will be installed shown on all the plans?
2. Did you provide a site plan and location sketch?
3. Did you provide detailed dimensioned plans including elevations?
4. Do the plans clearly identify the number and arrangement of exists including windows and doors?
5. Did you provide flame spread certification?
6. Are dimensions and words on the plans large enough to read?
7. Are the plans at least 1/4" scale?

Checklist

- Signed and Notarized Application
- Letter of Consent/Authorization from Property Owner or their Authorized Agent (if Applicant is not the property Owner)
- Completed Fire Department Questionnaire
- Application Financial Transaction and Proof of Payment
- Copy of Notices of Temporary Banner Application to Owners, Associations, District Commissioner with Certified Mail Receipts
- Drawings / Elevations, and Banner Specifications
- Property Survey with Legal Description and Zoning District



GENERAL NOTES AND CONDITIONS

1. A temporary banner, unless exempted by the applicable provisions of the zoning ordinance, must not be erected, constructed, posted, painted, altered, maintained, or relocated, until a temporary banner permit is issued by the city manager or designee.
2. A temporary banner shall be installed and maintained only as authorized by the permit and in accordance with Article XIII, Division 8, of the City Code
3. Only one temporary banner is allowed per location per year.
4. A temporary banner may be illuminated only if allowed under the transect zone.
5. Any temporary banner that is electrically illuminated must require a separate building and electric permit and inspection.
6. The illumination of a temporary banner must occur only between the hours of 6:00 p.m. and midnight.
7. A temporary banner may cover up to 80 percent of a windowless wall, or 33 percent of a wall if the banner covers windows. No temporary banner shall exceed 5,000 square feet.
8. A temporary banner shall be erected solely at the location where the special event, which it is related to, is taking place or within 100 feet of such location.
9. A temporary banner may be erected no more than 30 days prior to the commencement of the special event. However, in no event shall a temporary banner be erected more than 30 days.
10. A temporary banner must be predominantly pictorial with text limited to 25 percent of the banner face.
11. A temporary banner must not have any moving or animated parts, electronic or otherwise, and must not be illuminated so as to cause glare, impair the vision or distract motorists and may not interfere with motorists' ability to safely operate vehicles.
12. In the event the National Hurricane Center issues a hurricane watch for Miami-Dade County, the permittee must remove the temporary banner within 24 hours of the issuance of a hurricane watch. The city is authorized to remove a temporary banner in the event the permittee fails to do so. Should the city take such action, enforcement proceedings shall immediately commence pursuant to [section 62-621](#).
13. Adult content, as defined in the zoning ordinance, is strictly prohibited on a temporary banner.
14. An application fee payable to the city must be submitted at the time of application to cover the cost of reviewing the application
15. The applicant must send notice of the application in a form approved by the city, by certified mail, at the time of the initial application to the abutting property owners, condominiums, district commissioner, and neighborhood and homeowner associations.
16. The city may revoke the issuance of a temporary banner permit at any time and for any reason.
17. If a temporary banner permit is denied or revoked, the applicant may file an appeal with the office of hearing boards within 15 days of the decision to deny or revoke said permit. Such appeal must be heard at the next regular meeting of the planning, zoning and appeals board. Further appeal must be as authorized pursuant to the Florida rules of court.
18. Failure to comply with the requirements of the temporary banner permit shall subject the violator to code enforcement pursuant [chapter 2](#), article X, as amended, of the City Code as well as an immediate revocation of the temporary banner permit.
19. The Applicant agrees to indemnify, defend, and hold harmless the city, its officials, employees, agents, and, if applicable, its instrumentalities, and each of them from, and against all loss, cost, penalties, fines damages, claims of any nature, including expenses and attorney's fees, and any and all liabilities by reason of injury to, or death of any person, or damage to, or destruction, or loss to any property including the city, its instrumentalities, its officials, employees, and agents arising out of, or in connection with the performance, or non-performance of the services contemplated by this permit/agreement which is directly or indirectly caused, in whole, or in part, by any act, omission, default, liability, or negligence whether active, or passive of the applicant, its employees, agents, servants, or contractors, unless such act or omission is solely caused by the city, its instrumentalities, officials, employees, and agents. The applicant further agrees to indemnify, defend, and hold harmless the city, its instrumentalities, its officials, employees, and agents against all liabilities which may be asserted by an employee, or former employee of the applicant, or any of its contractors as provided above, for which the applicant's liability to such employee or former employee would otherwise be limited to payments under workers' compensation or similar laws. In addition, the applicant understands and agrees that except where caused by the negligence or misconduct of the city, its instrumentalities, its officials, employees or agents, the city shall not be liable for any loss, injury, or damage to any personal property, or equipment of the applicant, its employees, agents, contractors or business licensees or invitees placed on city property, and its instrumentalities, and shall be at the risk of the applicant thereof. The Applicant shall be solely responsible for all activities and the installation and maintenance of traffic-control devices. The applicant shall ensure that adequate safety precautions are in effect at all times during the term of the permit. It shall be a further condition precedent to the issuance of any such permit for work to be performed in the public right-of-way that the permit holder(s) is/are jointly and severally responsible, at each permit holder's expense, for any damages regarding restoring the public right-of-way to its original condition before installation of facilities. The indemnification shall survive termination of this permit/agreement.