



SANDWICH BOARD SIGN

Applicant's Name: _____

Applicant's Address: _____

Email: _____ Phone Number: _____

Site Address: _____

Business Name: _____

Size of Sign: _____ Zoning District: _____

Applicant's Signature: _____ Date: _____

- **To be considered a complete application, an indemnification agreement must be signed and attached along with evidence of insurance that covers the liability assumed in the agreement**

OFFICE USE ONLY

Permit Number: _____ Valid Until: _____

Zoning Approval: _____ Date: _____

Fee: \$25.00 initial _____

\$10.00 annual renewal _____

Notes:

- Sandwich board signs are permitted in the CBD , UMX, HDMU, HD, CB, RB, CS, and O&I zoning districts as per Section 18-390 (c)
- Buildings are allowed one sandwich board sign per public building entrance, per street frontage.
- Sign may not be illuminated or exceed eight (8) square feet in area per side. The maximum width and height may not exceed two (2) feet by four (4) feet. Creative shapes that reflect the theme of the business are encouraged.
- A sandwich board sign may be displayed only during hours the building is open to the public. The signs must be removed each day at the close of business. Permits issued for sandwich board signs shall be issued for a term beginning July 1 and expiring June 30 of each year, shall not be transferable, and shall be subject to site inspection prior to initial permit issuance as well as annual permit renewal.
- Sandwich board signs shall be non-reflective and designed to withstand 20-mile-per-hour winds.
- Location:
 - Sandwich board signs are allowed only on the sidewalk directly in front of the associated use.
 - Along streets with no parallel parking, sandwich board signs shall be placed on the sidewalk within four feet of the curb.
 - Along streets with parallel parking, a two-foot step-out zone shall be provided, and sandwich board signs shall be placed on the sidewalk at least two feet from the curb but not more than four feet from the curb.
 - Sandwich board signs must be at least twenty (20) feet from any intersection and at least five (5) feet from any crosswalk or fire hydrant. Sandwich boards cannot be placed where the unobstructed space for the passageway of pedestrians is reduced to less than four (4) feet.
 - Trees, poles, signs, hydrants, trash receptacles, tree grates, etc. are all considered obstructions.
 - Properly permitted tour operators may display one sandwich board sign at any time the operator is physically present within Water Street Park, as identified in the city of Wilmington Code of Ordinances. A maximum of eight sandwich board signs are allowed in Water Street Park at any given time, as established on a first-come, first-served basis.

**AGREEMENT TO RELEASE AND INDEMNIFY CITY:
SANDWICH BOARD SIGN AT**

(Name and Address of Establishment)

In consideration of the sum of \$1.00 and for other good and valuable considerations made by the City of Wilmington, receipt of which is hereby acknowledged by _____ (hereinafter referred to as “Applicant”), and in consideration of the issuance of the permit herein applied for, Applicant hereby agrees as follows:

To the fullest extent permitted by law, the Applicant shall release, indemnify, keep and save harmless the City, its agents, officials, and employees from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, or employees of the City or third persons, and to all property proximately caused by, incident to, resulting from, arising out of or occurring in connection with the Applicant’s use or occupancy of the City’s sidewalks or pedestrian ways as may be permitted pursuant to this application (or by any person acting for the Applicant or for whom the Applicant is alleged to be in any way responsible), whether such claim is based in whole or in part on contact, tort (including alleged active or passive negligence or participation in the wrong) or upon an alleged breach of any duty or obligation on the part of the City its agents, officials or employees.

The provisions of this agreement shall include any claims for equitable relief or for damages (compensatory or punitive) against the City, its agents, officials, and employees, including alleged injury to the business of any claimant, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the City, its agents, officials and employees, in

connection with investing any claim or defending any action, and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the City, its agents, officials or employees. The Applicant shall maintain during the life of the sidewalk furniture permit insurance covering the Applicant's liability assumed under this agreement. The Applicant expressly understands and agrees that any insurance protection required as a condition to the issuance of the permit herein applied for, or otherwise provided by the Applicant, shall in no way limit the Applicant's responsibility to release, indemnify, keep and save harmless and defend the City as herein provided.

By executing this release and indemnity, Applicant expressly accepts those portions of the City's sidewalks or pedestrian ways to be used for the sidewalk furniture in their present condition. Applicant further agrees that it shall have no claim against the City for failure to repair or maintain those portions of the sidewalks or pedestrian ways used for the sidewalk furniture or for any damages to the same by the City, however caused.

The intention of the Applicant is that this release and indemnity be incorporated into any permit for a sandwich board sign issued to it pursuant to Chapter 18, Section 18-575(f) of the Wilmington City Code and this application. It is further the intention of the Applicant that this release and indemnity be broadly construed and applied in favor of the City.

This the ____ day of _____, 20__.

(Name of Applicant)

By: _____
(Signature)

APPROVED AS TO FORM:

Melissa Huffman, City Attorney

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