

Effective Period: Until superseded
Review Schedule: Annually
Effective Date: 01/01/2017



ESTES PARK
EVENTS COMPLEX
AT STANLEY PARK

COMMUNITY SERVICES - 510 BANNER POLICIES & PROCEDURES

1. PURPOSE

To standardize and regulate the hanging of advertising banners in the right-of-way area west of Hwy. 34/36 intersection (Location 1) and the North side of the Visitor Center (Location 2).

2. DEFINITIONS

- Estes Park Events Complex is the entity that handles all aspects of Banners hung at the above locations, and will be referred to as “EPEC.”
- Personnel working in EPEC will be referred to as EPEC Staff.
- The Town of Estes Park will be referred to as “Town.”
- The Entity applying to have a Banner hung at the above locations will be referred to as “Applicant.”

3. REGULATIONS

A. Application process

a. Application

- [Application for Banners / Marquee / Flags](#). If booking an event on Town property, the banner application is included in the event application process, located at www.larimer.org/estespermits.
- Fill out the application and return it with the fee to EPEC (See Fees). If booking an event on town property the fee will be billed with other event fees.
- Applications will be accepted beginning January 1 of the year in which the request date occurs.
- Application must be submitted at least 60 days prior to an approved Estes Valley event.

b. Approval

- All Banners are approved at the discretion of EPEC Staff.
- All Banner applications are considered on a first-come, first-served basis with the following exception:
 - o Banners for Town-sponsored events will be given first-priority.

- Applicant must provide a final proof of the banner image before the banner will be hung. EPEC reserves the right to reject any banner design, and/or may attach any conditions deemed necessary regarding the use of any banner. (Please see Banner Features below)
- It is the responsibility of the Applicant to submit final proof in time for corrections/changes to banner to be made, if required, before the start date requested. Any expense incurred for said changes will be the responsibility of the Applicant.
- If changes are required, the Applicant will submit an additional final proof to EPEC before hanging.

B. Fees

a. Installation fee

- Banner installation fee for Location 1 is \$100.
- Banner installation fee for Location 2 is \$50.
- In the event that the Applicant's banner request is accompanying an event application, the above fee will be billed with other event fees.
- In the event that the Applicant's banner request is not accompanying an event application, the above fee will be charged upon approval of the banner application. The applicant will have 30 days from the date of approval to pay this fee, and it must be paid in full before any banners will be installed.
- Any Applicant that fails to pay the installation fee will not have the opportunity to have Banners hung for future events.

C. Installation

a. Delivery and pickup

- Banners will be delivered to the Operations Office at EPEC no later than 21 days prior the event's start date.
- Banners must be picked up at the Operations Office at EPEC within seven (7) days after the "end use" date.

b. Physical installation

- Banners may not be installed more than 14 days prior to the scheduled event.
- Banners will be installed by EPEC Staff on the "start use" date and removed on the "end use" date.
- EPEC will furnish sufficient cables and fasteners to secure banners.
- Should the banner be damaged while installed, or if it is found to be defective, it will be immediately removed by the EPEC Staff. The situation will be reviewed by the EPEC Staff and determine whether or not the banner will be reinstalled.

- Banners will be installed by EPEC Staff a maximum of two (2) times between the “start use” and “end use” dates.
- Multiple installations for recurring events (weekly, etc.) will be determined at the discretion of the EPEC Staff.

D. Storage

a. Responsibility

- EPEC is not responsible for storage of banners outside of the drop off and pick up times outlined above. If banners have not been picked up 4 weeks after the “end use” date indicated, they will be disposed of.

E. Banner Features

a. Size

- Banners for Location 1 shall be 3’ tall by 28’ wide. Any other dimensions must be approved by EPEC Staff.
- Banners for Location 2 shall be 3’ tall by 8’ wide.

b. Materials

- Banners for Location 1 shall have:
 - Heavy duty grommets with minimum inner dimension (actual opening size) of 5/8”, no more than 12” apart along the top edge, and no more than 24” apart along the bottom edge.
 - Reinforced 5/8” inner dimension (actual opening size) grommets shall be installed in each of the four (4) corners.
- Banners for Location 2 shall have:
 - Reinforced 5/8” grommets inner dimension (actual opening size) installed in each of the four (4) corners, and two (2) additional grommets along the top and bottom edges, equally spaced.
- **Wind-slotted banners are required.**
- Applicants should consult their banner supplier to ascertain materials best-suited for their banner application.

c. Design

- Banners may be “double-sided” at the discretion of the Applicant at Location 2. The back side of the banner is not visible at Location 1.
- In order to avoid banners looking alike, all banners shall include an artistic expression.
- All Banner designs are approved at the discretion of EPEC Staff.
- Recommended for banner clarity:
 - Solid background

- o Limited copy
- o Large, dark lettering

4. INDEMNIFICATION

EPEC and the Town of Estes Park will not be held responsible for any damages due to wind and/or other causes, including but not limited to, installation.

The Applicant hereby indemnifies and holds EPEC and the Town of Estes Park, its employees, officers, and agents harmless from all claims, demands, and damages that EPEC and the Town of Estes Park, its employees, officers, and agents may incur as the result of the display of the Banner(s) set forth in the Application to display a Banner in the above locations. Said indemnity shall include, but not be limited to, all costs of defense, including reasonable attorney's fees, expert witness fees, and court costs incurred by EPEC and/or the Town as a result of any such claim.

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers, employees, and volunteers from and against all claims, liability, and demands, on account of injury, loss, or damage, which arise out of or are connected with services under this Agreement if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor, or any officer, employee, or agent of the Contractor, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorney fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Town.

Approved:



Rob Hinkie:community Services Director

1/18/17

Date