

CITY OF SANDPOINT  
PLANNING AND ZONING DEPARTMENT



1123 Lake Street • Sandpoint, ID 83864 • Phone 208-263-3370 • Fax 208-263-3678

## Portable Sign / Banner Application

All spaces to be filled in where applicable.

Property Address: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**PERMIT FOR:**  Portable Sign (A-Frame)  Portable Banner  
 New Sign  Replace Sign  Relocate Sign

### PORTABLE SIGN/ BANNER DESCRIPTION:

A. Size Height: \_\_\_\_\_ Width: \_\_\_\_\_  
B. Minimum sidewalk clear width maintained \_\_\_\_\_  
C. Number of entities/businesses advertised on sign \_\_\_\_\_

**LOCATION:**  In right-of-way  On private property\*

\*Note: Banners are required to be attached at all four corners to the primary structure of the business.

### THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS APPLICATION FORM:

Portable Sign Hold Harmless Agreement (see back of form) required for those portable signs located in right-of-way.

Fee: \$ \_\_\_\_\_

The undersigned certifies that the applicant has read and understands the requirements pertaining to sidewalk signs contained upon this form and that all statements herein contained are true and correct.

\_\_\_\_\_  
Signature of Owner/Agent

\_\_\_\_\_  
Date

### All portable signs must comply with the following requirements per Sandpoint City Code 8-5-11.B:

1. Placement of portable signs shall only be allowed following issuance of a portable sign permit. Such permits will be exclusive to the permittee's location and business name. Transfer of the portable sign to another location or change in the business name will require amendment of the sign permit.
  2. All portable signs shall be constructed of solid and durable materials, and no lighting or reflective materials shall be used
  3. All signs permitted herein are subject to the maintenance, repair, and removal provisions set forth in Section 8-5-18.
  4. Regardless of the number of its building frontages or entrances, each business within a building may be allowed no more than one (1) portable sign. Businesses within the same building may share the use of a single portable sign, but in no case shall a single business be allowed to advertise on more than one (1) portable sign. Minimum spacing between portable signs for multi-tenant buildings shall be fifty feet (50').
  5. For those portable signs placed in the right-of-way, each face of the portable sign shall be no wider than two feet (2'), and no taller than three feet (3'). A portable sign placed on private property may differ in dimensions, but in no case shall each face be greater than six (6) square feet.
  6. Any person or business placing a portable sign upon the public right-of-way in conformance with this Section shall execute a Hold Harmless Agreement by which the person or business placing such portable sign accepts any and all liability for damages of any nature suffered by anyone as a result of the placement or maintaining of such portable sign and further shall agree to hold the City harmless from and indemnify the City for any such claims for damages.
  7. All portable signs shall be suitably anchored, weighted or designed to be resistant to the weather conditions; shall not begin more than four inches (4") above the sidewalk; shall be required to be removed at the end of each business day; and shall not be displayed during the non-business hours of the commercial use such signs advertise.
  8. All portable signs placed within the right-of-way shall be located immediately abutting the building containing the business advertised thereon, and may not encroach into the Pedestrian Travel Zone as defined in Section 7-2-2.C (Minimum width of 5 feet). Should the width of the existing sidewalk not allow for the placement of a portable sign that would not encroach into this Zone, the business owner may request an exception from the Planning Administrator and Building Inspector to allow a single-face portable sign, not to exceed six (6) square feet in size, to be placed so as to securely lean against the building. If not located within the right-of-way, the portable sign shall be located so as to not interfere with pedestrian movement on any private pedestrian path or sidewalk, and shall not be placed so as to prevent the use of any required parking spaces, to interfere with persons exiting their vehicles, or to restrict the turning movements of vehicles within a parking area.
  9. The Planning Administrator, Building Inspector, Fire Chief, Police Chief and/or Public Safety officer of the City of Sandpoint may cause the immediate removal, without notice, of any portable sign found to be in violation of any provision of *City Code*, including but not limited to permitting requirements or placement in the public right-of-way in a manner that encroaches into the Pedestrian Travel Zone, is unsafe, or blocks or impedes access.
- Businesses utilizing banner material for permanent signage will be required to install a frame of metal, wood, or other material around the outside edge of the banner to provide an attractive and durable border. Businesses will be allowed a banner of no more than (12) square feet in lieu of the portable sign as set forth above subject to the following requirements of Sandpoint City Code 8-5-11.C:**
1. Such banner must be securely attached at all four corners to the primary structure of the business and be maintained in good repair in accordance with the provisions set forth in Section 8-5-18.
  2. Except as provided for banners used for permanent signage, no business shall be allowed more than one (1) banner, nor be allowed the use of a banner in conjunction with a portable sign.
  3. Permits for such banners may be included with the permit application for other business signage (please complete both forms).

**PORTABLE SIGN HOLD HARMLESS AGREEMENT**

OWNER: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

CITY: City of Sandpoint, Idaho  
1123 Lake Street  
Sandpoint, ID 83864

**WITNESSETH:**

WHEREFORE OWNER desires to utilize a sidewalk sign or signs within City limits; and

WHEREAS, *Sandpoint City Code* Section 8-5-11.B.6 requires that OWNER enter into an agreement accepting all legal liability and responsibility for damages of any nature suffered by anyone as a result of the placement or maintaining of a portable sidewalk sign or signs and further requires OWNER to hold CITY harmless from and indemnify CITY for any claims of damages from such sign(s) as a condition of a sidewalk sign permit; and

WHEREAS, OWNER desires to enter into this Agreement;

NOW THEREFORE, OWNER hereby agrees as follows:

OWNER agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of OWNER and related to construction, use, placement and operation of such sidewalk sign(s) as is/are described hereinabove, specifically excepting any claims arising out of the negligence, gross negligence, and/or intentional acts of CITY or its officers, agents, or employees.

CITY may cause the immediate removal, without notice, of any portable sign found to be in violation of any provision of *City Code*, including but not limited to permitting requirements or placement in the public right-of-way in a manner that encroaches into the Pedestrian Travel Zone, is unsafe, or blocks or impedes access.

**Please sign in the presence of a Notary Public.**

OWNER: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF BONNER    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, a Notary Public in and for said State, appeared \_\_\_\_\_ known to me to be the person named above and acknowledged that he/she executed the foregoing Sidewalk Sign Hold Harmless Agreement as the OWNER and duly authorized representative of the OWNER of the sidewalk sign(s) identified hereinabove and legally able to bind OWNER.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

(CITY USE ONLY)	
Portable Sign Permit No.	_____
_____	_____
Building Department Approval	Planning Department Approval