



HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is entered into this _____ day of _____, 2019 by and between Clarks Summit Borough and _____:

WITNESSETH:

WHEREAS, _____, County of Lackawanna, Commonwealth of Pennsylvania, and;

WHEREAS, as _____ has requested that Clarks Summit Borough grant them permission to place a banner above State Street in order to advertise _____, and;

WHEREAS, as _____ is prepared to assume all responsibility for the banner, including, but not limited to, its placement and removal, and;

WHEREAS, as _____ agrees to hang the banner no lower than 17' 6", and hang using the standards in attachment A, and;

WHEREAS, as _____ will hang the banner no earlier than _____, 2019 and remove the banner no later than _____, 2019, and;

WHEREAS, as _____ agrees to put up a \$100.00 deposit made payable to The Borough of Clarks Summit, which will be refunded on the safe and timely removal of the above requested banner, and;

WHEREAS, Clarks Summit Borough is prepared to grant permission for the placement of this banner to _____ subject to the granting of this Hold Harmless Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, and in exchange for \$1.00, _____, heirs and assigns, do hereby agree as follows:

1. _____, heirs and assigns, do hereby agree to Hold Harmless Clarks Summit Borough from and against any loss, damage, claims, actions or cause of actions or cause of actions or damages for personal injury or property damage that may arise as a consequence of the placement of said banner above State Street in The Borough of Clarks Summit.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY, we have here forth set our hands and seal this _____ day of _____, 2019.

Signature

Name Printed

Title

ATTACHMENT A

Banner Hanging Standards-

1. No sign/banner will be placed across or within the right-of-way of any limited access highway;
2. The applicant assumes full responsibility for erecting, maintaining and removing said signs/banners and
3. further, the applicant assumes all liability for damages which may occur to any persons or property arising proximately from any act of omission or commission of the *Borough* associated with the signs/banners;
4. No more than 20% of any sign/banner message will relate to naming or advertising a commercial product, enterprise, business or company regardless of whether the sign/banner or the subject event is being sponsored by said business, product or entity;
5. All traffic control required for the installation, maintenance and removal of said banner(s) will be performed in compliance with the most current Penn DOT Publication 203;
6. The signs/banners will be erected on a non-reoccurring basis and will be removed within 3 days of completion of the event;
7. The one banner will be erected at a minimum elevation of 17'-6" at South State Street in front of the Clarks Summit Borough Building