



City of Hesperia

BUSINESS DIRECTORY SIGN CONTRACT

Blue/Black Ink or Typewritten Only

CONTACT INFORMATION

Advertiser (Business Name): _____

Contact Person: _____

Phone: (_____) _____ - _____ Email: _____

Mailing Address: _____

Hesperia Business License #: _____ BL Expiration Date: _____

Contract Type: ☐ New ☐ Renewal Directory Sign Contract Expiration Date: _____

FEE SCHEDULE

- ANNUAL LOCATION FEE:

1 Location	2 Locations	3+ Locations
\$175 Each	\$150 Each	\$125 Each
- PRINTING FEE: \$95 PER LOCATION
- GOVERNMENT/NON-PROFIT DISCOUNT: 15% OFF

FEES DUE

Number of locations (see pg. 2 for locations)		X	= \$
Govt./non-profit 15% discount	\$	X .15	- \$
Subtotal			= \$
Printing fee (per new location)		X \$95	+ \$
Re-printing fee (damaged, lost or stolen panel)		X \$40	+ \$
Total (make checks payable to 'City of Hesperia')			\$

PLEASE SEND COMPLETED APPLICATION AND CHECK TO:

City of Hesperia, City Manager's Office
9700 Seventh Avenue, Hesperia, CA 92345

FOR INFORMATION & CREDIT CARD PAYMENTS CONTACT:

Kelly Brady at (760) 947-1020 or
kbrady@cityofhesperia.us

A 2.25% processing fee will apply to credit card payments.

By signing below, I hereby agree to the terms and conditions outlined in this contract and hereby authorize the City of Hesperia to display and maintain advertising specified in accordance with the terms and conditions of this contract.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Directory Sign Locations	Requested Location ✓	Direction of Arrow ⇄
1. Third Avenue & Yucca Street		
2. Bear Valley & Apatite Avenue		
3. Bear Valley & I Avenue		
4. E Avenue & G Avenue		
5. East Santa Fe Avenue & Lemon Street		
6. Eucalyptus Street & G Avenue		
7. Eucalyptus Street & Hesperia Road		
8. G Avenue & Mesa Street		
9. I Avenue & Catalpa Street		
10. I Avenue & E Avenue		
11. I Avenue & Hercules Street		
12. I Avenue & Lemon Street		
13. Lemon Street & E Avenue		
14. Main Street & C Avenue		
15. Main Street & E Avenue		
16. Main Street & Jellico		
17. Main Street & Tamarisk Avenue		
18. C Avenue & Smoketree Street		
19. Other (Please Specify*):		

*You may request a new directory sign location, however additional locations may be added at the City of Hesperia’s discretion.

DIRECTORY SIGN PRINT

Text exactly as it is to be printed on the directory sign

Line 1: Company name

Line 2: Phone number () -

Sample Panel





City of Hesperia

Business Directory Sign Terms and Conditions

1. The Advertiser agrees to adhere to the approved design display standards as determined by the City of Hesperia (See sample Directory Sign Panel).
2. The Advertiser agrees and understands that by execution of this agreement, advertising space has been reserved for his/her advertising in a City of Hesperia business directory signs. In the event that the Advertiser does not deliver the necessary materials and/or payment herein to the City by the deadline provided in this contract, the Advertiser will not have material installed on the scheduled date and the space may become available to other advertisers.
3. Directional sign space shall be leased annually. Government agencies and non-profits are eligible for a 15% discount off the location lease rate. All fees are due at the time of contract execution.
4. The Advertiser agrees and understands that only businesses with City of Hesperia storefronts qualify to participate in the Business Directory Sign Program and that it is a requirement to maintain a valid City of Hesperia business license during the course of this agreement as required by Municipal Code 5.04.130.
5. All advertising must be in compliance with City advertising policy, ORG-33.
6. Loss of display service due to failure to furnish advertisements is the fault of the Advertiser. Installation delay on the City's part is not a breach of contract and should result in pro rata credit or service extension.
7. The City has the sole authority to install, perform maintenance and/or remove business directory sign advertising. This agreement does not grant the Advertiser authority to perform any of these functions with regards to business directory sign advertising.
8. Should the advertiser's panel be damaged, defaced, mutilated or spoiled by reason of storm, vandalism, ordinary wear and tear, removal or any other cause, or if lost or stolen, the Advertiser shall pay a \$40 replacement fee for the City to reproduce and install the replacement sign, however the original the contract ending date shall remain intact.
9. The advertiser assumes full and complete responsibility and liability for the content of all advertising copy submitted and displayed pursuant to this contract. Advertiser shall indemnify and hold harmless the City from and against any liability costs and damages to which it may be subjected by reason of the advertising material displayed.
10. No advertisement or announcement (ad) is permitted on or may be maintained on any City property if it or information contained in it falls within one or more of these categories:
 - a. False, misleading or deceptive commercial speech: The ad proposes a commercial transaction and is false, misleading or deceptive.
 - b. Unlawful goods or services: The ad promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
 - c. Unlawful conduct: The ad promotes or depicts or encourages unlawful, anti-social or illegal behavior or activities.
 - d. Endorsement: The ad implies or declares an endorsement by the City for a service, product or point of view, without prior written authorization of the City (through the City Manager).
 - e. Obscenity or prurient interest: The ad contains obscene matter or any other matter that is prohibited under the provisions of Chapter 7.5 and 7.6 of the California Penal Code, and as such laws may be amended or supplemented.

- f. Profanity, vulgarity, and riot: The ad is profane or vulgar, or presents a clear and present danger of causing a riot, disorder, or other imminent threat to public safety, peace, order.
 - g. Libelous speech: The ad holds up an individual or group of people to public ridicule, derision or embarrassment or is libelous
 - h. Copyright infringement: The ad is an infringement of a copyright, trademark or registered mark.
 - i. Tobacco, alcohol or firearms: The ad promotes, depicts the sale or use of tobacco, alcohol or firearms or related products, except products that counteract symptoms or tobacco or alcohol habituation.
 - j. Political campaign speech: The ad contains political campaign speech. For the purpose of these guidelines, the term "political campaign speech" is speech that (1) supports or opposes or appears to support or oppose a ballot measure, initiative or referendum, or (2) refers to any candidate for public office.
 - k. Traffic Interference: The ad displays any work, phrase symbol or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.
 - l. Web Addresses and Telephone Numbers: The ad directs viewers to a website or telephone number that contains material that violates this Policy.
11. The Advertiser agrees that if the City shall cease to have the right to display advertising copy in or on any the location(s) included in this contract, the City shall have the right to discontinue display service at said location(s), without prejudice to this Contract as to the remainder. In such case the Advertiser shall be given credit pro rata for the omitted service.
 12. The City shall not be held responsible for unused advertisement or copy.
 13. If this is a renewal or extension display agreement, it is agreed that the display shall have been considered to have been installed on the day immediately following the expiration of the previous display agreement.
 - a. Advertiser is to provide succeeding payments at least one week before the scheduled removal date.
 - b. Failure to submit payment for renewals and extensions shall be considered a cancellation of contract and will result in the scheduled directory sign removal.
 14. The City reserves the right to cancel this contract at any time upon default by the advertiser in payment or other breach, or in the event of any material violation on the part of the advertiser. Upon cancellation, all advertising fees incurred hereunder will be due and non-refundable.
 15. This contract is not assignable by the advertiser, nor may the subject of the advertising be changed.
 16. Either party may cancel this contract for any reason without prejudice after completion of any month's service by giving at least thirty days written notice.
 17. No change or addition to these state Terms and Conditions shall be binding on the City and any attempt to alter these Terms shall be treated as a request only.