



Development Services  
 Planning Division  
 305 Chestnut Street  
 PO Box 1810  
 Wilmington, NC 28402-1810



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Application

**SANDWICH BOARD SIGN**

APPROVED BY: \_\_\_\_\_ PERMIT NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE:**

- \* Only permitted in the CBD and MSMU zoning districts.
- \* The permit must be renewed annually. (Initial fee: \$25.00, Renewal fee: \$10.00)
- \* Only one (1) sandwich board sign per building 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.
- \* Sandwich board signs shall be displayed only during operational hours of the business being advertised and shall not be lighted. These signs must be removed each day at the close of the business. The hours of operation must be posted on the inside surface of the sign board.
- \* The sign must be placed in front of the business within four (4) feet of the curb. Along streets with parallel parking, a two (2) foot step-out zone must be provided, and the sandwich board sign must be placed on the sidewalk at least (2) feet from the curb but not more than four (4) feet from the curb. The sandwich board must be at least twenty (20) feet from any intersection and at least five (5) feet from a 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.
- \* An indemnification agreement must be signed and returned along with evidence of insurance that covers the liability assumed in the agreement.

Please type or print

1.) APPLICANT NAME: \_\_\_\_\_  
 SITE ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

2.) SIZE OF SIGN: \_\_\_\_\_ 3.) ZONING DISTRICT: \_\_\_\_\_

4.) Please attach a copy of the indemnification agreement and evidence of insurance covering the liability assumed.

5.) INITIAL FEE (\$25.00): \_\_\_\_\_ RENEWAL FEE (\$10.00): \_\_\_\_\_

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

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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 contract, 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 investigating 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

sandwich board sign 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 sandwich board sign 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 sandwich board sign 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, Article 12, Section 18-575(f)(6) 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 \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
(Name of Applicant)

By:

\_\_\_\_\_  
(Signature)

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Thomas C. Pollard, Attorney

- 1) **Sandwich Board Sticker Placement** – must be adhered to the inside of your Sandwich Board (back of the sign face)
- 2) **Placement of your Sandwich Board** must be in accordance with the regulations described on your Sandwich Board permit application to ensure pedestrian and vehicular safety.

If you have any questions, please call Development Services, Planning Division at 254-0900.