

SPARTA TOWNSHIP  
ZONING DEPARTMENT  
65 MAIN STREET  
SPARTA, NJ 07871

Zoning@spartanj.org

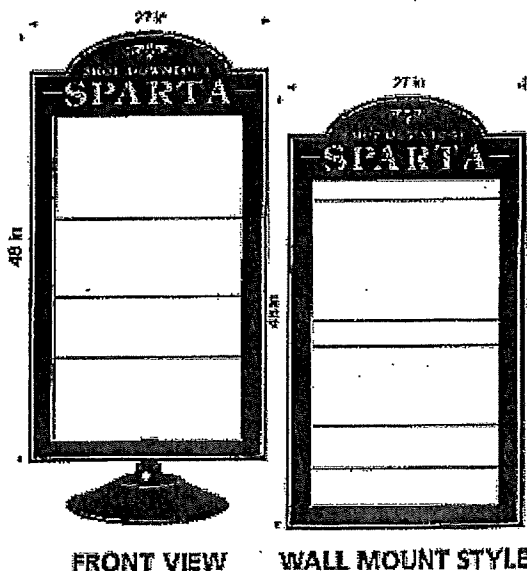
**ADVERTISEMENT SIGN INSTRUCTIONS AND CHECKLIST**

Zoning Permit application must be **completely** filled out, signed and submitted to the  
**ZONING DEPARTMENT OFFICE**

\* Submittal should include four (4) copies of the survey and the following items:

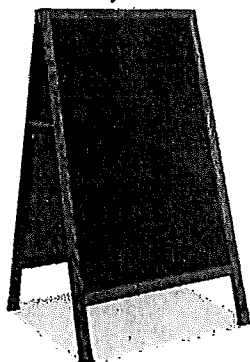
- Proposed location of sign
- Distances to property lines
- Colors of sign to include frame or border
- Hold harmless and indemnification agreement signed by applicant

STYLE "A"



STYLE "B"

27 inches wide by 48 inches high



STYLE "C"

27 inches wide by 48 inches high



- Twenty-five dollar (\$25.00) fee must be paid with the Zoning Application
- The license is renewable every year on June 15<sup>th</sup> for a fee of \$25.00

# APPLICATION FOR PORTABLE ADVERTISEMENT SIGN SITE PLAN WAIVER

TOWNSHIP OF SPARTA  
65 MAIN STREET  
SPARTA, NEW JERSEY 07871

Tel: (973) 729-8093

Fax: (973) 729-2635

*Please Print or Type*

|   |        |                         |          |
|---|--------|-------------------------|----------|
| Date:   | Block: | Lot:                    | Zone:    |
| Property Location:                              |        |                         |          |
| Name of Business:                               |        |                         |          |
| Type of Use:                                    |        |                         |          |
| Name of Applicant:                              |        |                         |          |
| Address of Applicant:                           |        |                         |          |
|   | Street | Town                    | Zip Code |
| Signature of Applicant:                         |        |                         |          |
| Name of Owner:                                  |        |                         |          |
| Address of Owner:                               |        |                         |          |
|   | Street | Town                    | Zip Code |
| Description of Sign (size, dimension and style) |        |                         |          |
| Approval on Subject Premises:                   |        |                         |          |
| Planning Board: _____                           |        | Date of Approval: _____ |          |

\*Please attach 4 copies of a Site Plan showing: Distances to all property lines, type and location of existing and proposed signs where applicable.

*\* I hereby certify that I am the owner of record and give permission for the Sparta Township Zoning Official to come upon and inspect these premises with respect to this application.*

Date: \_\_\_\_\_ Signature of Owner: \_\_\_\_\_

\$25.00 Fee **MUST** Accompany Application: Paid \_\_\_\_\_ Receipt No. \_\_\_\_\_

**\*Failure to provide all requested documents will halt the processing of this application and will be deemed incomplete.**

\_\_\_ DENIED DATE: \_\_\_\_\_ REASON: \_\_\_\_\_

\_\_\_ APPROVED DATE: \_\_\_\_\_ SPECIAL CONDITIONS: \_\_\_\_\_

LICENSE # \_\_\_\_\_

## INDEMNIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT

This Indemnification, Hold Harmless and Insurance Agreement ("Agreement") is made between **The Township of Sparta ("Sparta")**, located at 65 Main Street, Sparta, New Jersey 07871 and \_\_\_\_\_, located at \_\_\_\_\_, ("Applicant")

**WHEREAS**, Applicant has obtained a permit for a portable advertising sign and as a condition of Sparta Ordinance #16-08 Applicant is required to execute this Agreement by which Applicant has agreed to indemnify, defend, hold harmless and maintain insurance in favor of Sparta as provided in this Agreement.

Applicant hereby agreed as follows:

1. **Indemnification.** Applicant shall indemnify, defend, pay on behalf of and hold harmless Sparta and its council members, manager, officers, agents, and employees from any and all liability, damages, losses, causes of action, penalties, settlements, costs, charges, expenses, judgments and claims of any nature or kind, arising in law or equity, (collectively referred to as "Claims"), including but not limited to those involving Applicant's negligence and those brought by employees of Applicant, its employees, agents, contractors and subcontractors.

Applicant shall also defend and pay all costs in defending Claims, including paying reasonable attorney fees, professional fees and costs of suit.

Applicant's indemnification obligations under this Agreement shall survive the expiration of the permit issued by Sparta.

2. **Hold Harmless.** Applicant assumes all risks incident to the sign(s), including but not limited to those risks arising out of its placement and use of the portable advertising sign(s). Further Applicant covenants and agrees not to make any claim against or file any legal proceedings of any nature against Sparta and any of its Council Members, Managers, officers, employees and/or agents including those resulting from any death or injury to any person or damage or destruction to any property any way related to the sign(s). Applicant waives, releases, holds harmless and forever discharges the Township of Sparta, its Council Members, Manager, officers, employees and agents and each and every one of them from any and all liability, causes of action, claims and/or demands, arising in law or equity, of any kind including but not limited to personal injury, death and/or property damage arising out of or resulting from the sign(s) and use of the sign(s). The Applicant's obligations under this Agreement shall survive the expiration or termination of this Agreement for the applicable statute of limitations period and shall not be limited by an available insurance coverage.

3. **Insurance.** Applicant shall maintain commercial general liability insurance and automobile liability insurance covering all claims for death, personal injury and property damage. The insurance shall cover Applicant's indemnification obligations set forth in Section 1. The minimum limits of liability insurance for the commercial general liability and automobile insurance shall be \$1,000,000.00 per occurrence. Applicant shall also maintain worker's compensation insurance in an amount not less than the statutory minimum required in the State of New Jersey.

Sparta shall receive advance written notice in the event of cancellation, termination or non-renewal of the insurance required by this agreement. Upon signing this Agreement Applicant shall furnish Certificates of Liability Insurance to Sparta confirming that it is maintaining the insurance required under this Agreement by insurance carrier(s) that are duly licensed to underwrite insurance in the State of New Jersey (see attached sample). Applicant shall provide replacement certificates of insurance and endorsements to Sparta prior to the expiration or termination of each insurance policy. All of Applicant's liability insurance shall be primary over any similar insurance maintained by or available to Sparta. Applicant's insurance shall also waive any claim for subrogation against Sparta or its insurance carrier(s).

The Applicant acknowledges and agrees that the person signing this Agreement on its behalf is duly authorized to bind the Applicant to all of the terms and conditions of this Agreement.

TOWNSHIP OF SPARTA

\_\_\_\_\_, APPLICANT

By: \_\_\_\_\_  
Chief Neil J. Spidaletto  
Interim Township Manager

By: \_\_\_\_\_

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |                               |                |
|----------|-------------------------------|----------------|
| PRODUCER | CONTACT NAME:                 |                |
|          | PHONE (A/C, No, Ext):         | FAX (A/C, No): |
|          | E-MAIL ADDRESS:               |                |
|          | PRODUCER CUSTOMER ID #:       |                |
|          | INSURER(S) AFFORDING COVERAGE |                |
|          |                               | NAIC #         |
| INSURED  | INSURER A :                   |                |
|          | INSURER B :                   |                |
|          | INSURER C :                   |                |
|          | INSURER D :                   |                |
|          | INSURER E :                   |                |
|          | INSURER F :                   |                |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR                | SUBR WVD                 | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|---|--------------------------|--------------------------|---------------|-------------------------|-------------------------|---|--------------|
|          | GENERAL LIABILITY   |                          |                          |               |                         |                         | EACH OCCURRENCE                           | \$ 1,000,000 |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$           |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | MED EXP (Any one person)                  | \$           |
|          |   |                          |                          |               |                         |                         | PERSONAL & ADV INJURY                     | \$           |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                          |                          |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                      |                          |                          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$           |
|          |   |                          |                          |               |                         |                         |   | \$           |
|          | AUTOMOBILE LIABILITY  |                          |                          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          | <input type="checkbox"/> ANY AUTO   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |                          |                          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          | <input type="checkbox"/> SCHEDULED AUTOS  |                          |                          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          | <input type="checkbox"/> HIRED AUTOS  |                          |                          |               |                         |                         |   | \$           |
|          | <input type="checkbox"/> NON-OWNED AUTOS  |                          |                          |               |                         |                         |   | \$           |
|          |   |                          |                          |               |                         |                         |   | \$           |
|          | UMBRELLA LIAB   |                          |                          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE   | <input type="checkbox"/> | <input type="checkbox"/> |               |                         |                         | AGGREGATE                                 | \$           |
|          | <input type="checkbox"/> DEDUCTIBLE   |                          |                          |               |                         |                         |   | \$           |
|          | <input type="checkbox"/> RETENTION \$   |                          |                          |               |                         |                         |   | \$           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                          |                          |               |                         |                         | WC STATUTORY LIMITS                       | OTHER        |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A |                          |                          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          | (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below   |                          |                          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |   |                          |                          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |
|          |   |                          |                          |               |                         |                         |   |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Location:

Certificate Holder is named as Additional Insured (except Workers Compensation) if required to be so by written contract. Coverage shown is primary and non-contributory if required to be so by written contract. Waiver of Subrogation is granted if required to be so by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Township of Sparta  
65 Main Street  
Sparta, NJ 07871

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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