



STATE OF TEXAS

COUNTY OF GUADALUPE

Promotional Sign Agreement

This Promotional Sign Agreement is entered into and effective on Date: _____, by (Business Owner Name): _____, as owner of the business (Business Owner) known as (Enter Name of Business): _____, located at (Print Physical Address): _____, and the City of Cibolo, Texas.

Whereas, pursuant to Sec. 58-9 Permit and fee required of the Code of Ordinances, no person may construct, place, install, or relocate any sign without first obtaining a sign permit from the City of Cibolo. A Sign Permit Application requires the Business Owner to gain Property Owner consent in writing as part of the Sign Permit if applicant is not the owner of real property where sign(s) is proposed to be erected. Each application for a sign permit must be accompanied by the appropriate fee as listed in appendix A (fee schedule) of the City's Code of Ordinances.

Whereas, pursuant to Section 58-12 (a) Grand opening/promotional signage of the Code of Ordinances, the City of Cibolo specifies:

- a. *Each business, institution or occupied tenant space shall be allowed one promotional signage display three times per calendar year, for a maximum period of 14 days per display. A minimum of 90 days shall be required between each promotional signage permit. The 14-day display period will commence on the first day promotional signage is displayed. In the case of a special promotion for a grand opening event, a display period may be extended to 21 days provided that the promotion begins within the first three months of the date of issuance of a certificate of occupancy or business license and the grand opening is limited to the address noted on the certificate or license.*
- b. **Whereas**, pursuant to Ordinance 1188, the City of Cibolo prohibits the placement of signs in the public rights-of-way. The Business Owner agrees that the Promotional Signs shall be placed on private property, not within the public right-of-way.
- c. Following City approval of the Sign Permit, the Promotional Sign shall be erected on Enter Date: _____ and removed on Enter Date: _____, "(Removal Date)" on the Property. The City of Cibolo will grant the Business Owner a **one-day grace period** after the Removal Date for the business/company to remove the sign and any associated structure.
- d. The Business Owner understands that the City of Cibolo's Unified Development Code (UDC) allows and limits Promotional Signs in number and size on the Property. Business Owner agrees to install signs that are compliant with these restrictions consistent with



the approved Sign Permit. If the Promotional Signs placed on the Property are found to be not compliant with Sign Permit, Business Owner understands the City may remove the signs prior to the Removal Date.

Now, Therefore, in consideration of the mutual agreements made herein, the receipt and sufficiency of which is hereby acknowledged the parties do hereby agree as follows:

1. **Removal of Sign**

- a) The City of Cibolo hereby engages the Business Owner, or its business/company designee, and the Business Owner agrees to remove the Promotional Sign no later than 1 day from the Removal Date listed above.

- b) Any Promotional Sign that remains after the Removal Date shall be removed by the City of Cibolo and its employees. The City of Cibolo will not keep or store the sign or any associated structures on any City owned property. The City of Cibolo will return the sign to the place of business and or the business/company employees at location of business. The business/company agrees to not hold the City of Cibolo and its employees liable of any damages that can occur to the sign or any associated structures when the sign is removed by The City of Cibolo.

City Official Name: _____ Printed Name: _____

Signature: _____ Date: _____

Business Owner Name: _____ Printed Name: _____

Signature: _____ Date: _____