

**MEMPHIS BIOWORKS FOUNDATION  
MEMPHIS, TENNESSEE**

The Memphis Bioworks Foundation requires the following to be submitted prior to the hanging of any banners on the crosswalk:

- **The original of the Release and Indemnity Agreement (enclosed), signed and dated by an officer within your organization authorized to do so.**
- **A Certificate of Insurance should be issued by your insurer (request from your agent). Certificate should reflect General Liability coverage with a minimum limit of \$1,000,000 per occurrence. Memphis Bioworks Foundation should be named as Additional Insured with respect to posting this banner, the duration of period banner is in place, and removal of banner.**
- **A facsimile copy of your banner (can be drawn). (If the facsimile of the banner sent does not represent the actual banner to be hung, The Memphis Bioworks Foundation reserves the right to change or cancel banner placement at any time, with or without notice.)**
- **A copy of this letter, signed below by an officer in your organization authorized to do so.**

Please fax the above items as soon as possible to confirm your space reservation. Once your banner has been approved you will receive an e-mail from the foundation. Banners are only hung for 2 weeks at a time

Although it rarely happens, Memphis Bioworks Foundation reserves the right to change or cancel the scheduled banner placement on the crosswalk. If this does occur, we will attempt to provide you with at least two (2) weeks notice.

We hope that the placement of the banner will be of benefit to your organization. If you have any questions, please contact the Foundation at (901) 448-8800.

Sincerely,

Steven J. Bares  
President and Executive Director

Agreed and Accepted:

\_\_\_\_\_ Name  
\_\_\_\_\_ Phone Number  
\_\_\_\_\_ Email Address

**MEMPHIS BIOWORKS FOUNDATION**

**RELEASE AND INDEMNITY AGREEMENT  
FOR CROSSWALK**

\_\_\_\_\_ (the "Undersigned") acknowledges and agrees that (1) Memphis Bioworks Foundation (the "Foundation") has agreed, as a community service, to allow the Undersigned to hang and display a banner(s) on the terms established by the Foundation, the contents of which are subject to prior approval by the Foundation from the Union Avenue pedestrian crosswalk, (2) the Foundation does not provide banner hanging or removal services, but will provide the Undersigned with the name of a free-lance banner hanger who can hang and remove the banner(s) for a fee, (3) the Undersigned is responsible for removing the banner at the expiration of the term or upon the request of the Foundation, whichever is earlier, and (4) injury and/or damage could result to the person hanging or removing said display banner(s) or to property or other persons, including but not limited to pedestrians and occupants of vehicles, in connection with the banner, whether or not arising out of the hanging, display or removal of the banner(s) or otherwise.

The Undersigned on behalf of itself, and its affiliates and their successors and assigns, expressly (1) assumes the risk of all liabilities, injuries, damages and unfavorable consequences, (2) releases and forever discharges Foundation, its agents, servants and employees, and successors and assigns from any and all liability whatsoever for any injuries, damages or claims which might arise, directly or indirectly, in connection with such banner(s) whether from the hanging, display, removal or otherwise, and (3) agrees to indemnify and hold harmless and reimburse Foundation and its officers, directors, agents, servants and employees, for any loss, expense (including reasonable attorney's fees), liability, damage or claim with respect to persons or property arising from or in connection with (a) such banner(s), including but not limited to hanging or removing such banner(s), the display of such banner(s), or such banner(s) falling, becoming unattached, or otherwise causing traffic hazard whatsoever or (b) the failure of the Undersigned to remove the banner(s) as required or any other breach of this Release and Indemnity Agreement.

If any provision of this Release and Indemnity Agreement is held invalid or unenforceable in any court of competent jurisdiction, the other provisions of this Release and Indemnity Agreement will remain in full force and effect. Any provision of this Release and Indemnity Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date



**Center City Commission**

**DESIGN REVIEW BOARD APPLICATION**

Property Address: Union Avenue Crosswalk

Applicant Name & Mailing Address: \_\_\_\_\_

Property Owner's Name & Mailing Address: Memphis Bioworks Foundation

20 South Dudley Street, Suite 900, Memphis, TN 38103

Property Owner's Phone Number: (901) 448-8800

The proposed work consists of the following (check all that apply):

Sign  \_\_\_\_\_

New Building \_\_\_\_\_

Renovation \_\_\_\_\_

Other Exterior Alteration \_\_\_\_\_

Project Description: See Attached

Dates Banner will be hung: \_\_\_\_\_

Banner Size: 4' X 20'

Status of Project: \_\_\_\_\_

**Complete application must be submitted to the Development Department within two weeks of a regularly scheduled meeting of the Design Review Board. The VP of Development can be reached at 901-575-0580.**

Owner/Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **BANNER REQUIREMENTS**

## **YOUR BANNER**

**4 FEET X 20 FEET**

**GROMMET HOLES MUST BE APPROXIMATELY 15 INCHES APART ON ALL 4 SIDES**

**THE BANNER MUST HAVE AT LEAST A 2 INCH HEM ON EACH END**

**\$125.00 PAID PRIOR TO HANGING, TO RAY RABURN, 2827 PIGEON ROOST,  
BYHALIA, MS 38611 PHONE 901-490-3992, FAX 662-838-4022  
rraburn@comcast.net**

**INCLUDES PICK UP, INSTALLATION, REMOVAL AND RETURN**