

SCHEDULE "B"

TO BY-LAW NO. S.-XXX-XX

Licensing Agreement By Owner Of A Sidewalk Sign

Whereas the Municipal Act, 2001 authorizes the Council of every local municipality to license the use of the untravelled portion of highways under the jurisdiction of the Council to owners and occupants of adjoining property for such consideration and upon such terms and conditions as may be agreed.

This agreement shall commence upon owner displaying the sidewalk sign in compliance with the requirements of the Sign By-law. The agreement shall terminate when the owner fails to comply with the requirements of the Sign By-law or where the City withdraws its permission.

In consideration of permission to construct or maintain a sidewalk sign upon property owned by the City

1. The owner agrees that the permission granted,
 - (a) is in the nature of a license to occupy and does not confer any interest in the property of the City to the owner;
 - (b) may be withdrawn at any time upon ten days' notice in writing to the owner;
 - (c) does not alter in any respect the owner's obligation to comply with the Building Code Act.

2. The owner agrees that he/she is responsible at all times,
 - (a) for the construction, maintenance and removal of the sign;
 - (b) for all charges of any sort arising from the construction, maintenance or removal of the sign;
 - (c) to ensure the sign does not constitute a danger to the public; and,
 - (d) for any injury or loss to any person which results from the construction maintenance or removal of the sign.

3. The owner of the property undertakes where applicable to notify the City of any change of ownership of the business to which the sign herein described pertains.

4. The owner represents and agrees,
 - (a) that he/she is the property owner of lands which abut the location proposed for the sign and will notify the City (through the Chief Building Official) of any change;
 - (b) that he/she shall immediately alter, remove or relocate the sign upon notice in writing by the Corporation of the City of London (through the Chief Building Official) that such is required for any reason;
 - (c) that should he/she not remove the sign as required by the Chief Building Official, such work may be done at the direction of the Chief Building Official and the owner will pay the whole cost of all such work;
 - (d) that he/she will indemnify and save the Corporation of the City of London harmless from and against all actions which may be brought or made against it, and from all loss, costs, damages and expense which may be paid, sustained or incurred by it in consequence of the construction, removal, maintenance or use of the sign, and will submit a completed City of London Standard Certificate of Insurance;
 - (e) that he/she will not alter the sign without notice to the Chief Building Official; and,
 - (f) that the particulars of the within application are as follows:
 - i) address of property owner's premises, _____
 - ii) legal description for property owner's lands, _____
 - iii) dimensions proposed for sign _____, number of sign faces _____, total area _____,
 - iv) lettering, logo, graphic or message which is to appear on the sign: _____

Date: _____
(yyyy/mm/dd)

Signature of Property Owner

Signature of Witness

Please print name of Property Owner)

Please print name of Witness

Address and phone number of Property Owner

Address and phone number of Witness