

THIS AGREEMENT made this day of A.D. 2022

BETWEEN

THE CITY OF BRANDON
(Hereinafter called the “City of the First Part”)

- AND -

(Hereinafter called the “Party of the Second Part”)

WITNESSETH THAT:

WHEREAS the Party of the Second Part has applied to the City for authority to post election campaign signs, posters or placards in the City of Brandon;

AND WHEREAS the City is prepared to grant authority to the Party of the Second Part to post said election signs, posters or placards pursuant to the provisions set out herein;

NOW THEREFORE this agreement witnesseth as follows:

1. The City of Brandon does hereby grant authority to the Party of the Second Part to post election campaign signs, posters or placards on behalf of:

within the City provided such election advertising devices conform to the provisions set out in this agreement.

2. In consideration of the City granting the aforementioned authority, the Party of the Second Part covenants and agrees that the said signs, posters or placards:
 - (a) shall not exceed 0.76 metres x 1.2 metres (2.5 feet x 4 feet) in dimension if posted on a public right-of-way;
 - (b) shall not be posted on a street boulevard within 3 metres (9.84 feet) of the entrance to a public lane or to a private driveway;
 - (c) shall not be posted on a boulevard or median within 9 metres (29.53 feet) of a street intersection;
 - (d) shall not exceed 0.8 metres (2.6 feet) in height if posted on private property within 3 metres (9.84 feet) of a street intersection;
 - (e) shall not be posted on a boulevard within 30.5 metres (100 feet) of school property;
 - (f) shall be removed within a period of ten (10) days next following the date on which the election is held.

- 3. Any election campaign sign, poster or placard which in the reasonable opinion of the Brandon Police Service is a safety hazard to pedestrians or motorists can be ordered removed immediately, subject to appeal to the Sergeant in charge of the Traffic Section of the Brandon Police Service.
- 4. In the event of default by the Party of the Second Part in his or her covenant to remove said signs, posters or placards, the Party of the Second Part covenants and agrees to pay to the City of Brandon the cost which the City shall incur in employing a person to remove said election campaign devices or the cost of any employee of the City who shall remove said devices, and in addition to the foregoing shall pay to the City of Brandon the sum of Fifty Dollars (\$50.00) to cover its administrative costs in directing and removing said signs, posters or placards.

IN WITNESS WHEREOF the City has executed this agreement by virtue of the signature of the City Clerk, or his designate, of the City of Brandon, and the Party of the Second Part has set his or her hand and seal.

THE CITY OF BRANDON

Per _____
(City Clerk or Designate)

PARTY OF THE SECOND PART

Signed, Sealed and Delivered
in the presence of:

(Signature)

(Name and Position - Please Print)

(Address)

(Telephone Number)