

## Directory Sign Application

Name of Business : \_\_\_\_\_

Business Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Name : \_\_\_\_\_

Phone Number : \_\_\_\_\_

Business Permit No. : \_\_\_\_\_

Name to appear on sign (seventeen characters and or spaces only)

\_\_\_\_\_

All off-site directory signs require an executed lease agreement with the City of Show Low. All directory signs are subject to the terms outlined in the lease agreement and all applicable federal, state and local codes. By signing this document you affirm that you have applied for an off-site directory sign lease and agree to all requirements as outlined in the lease agreement. You also affirm that the business name as indicated above is correct, and that the City of Show Low is not liable for any incorrect information placed on a directory sign so long as the sign content matches the information submitted above.

Signature : \_\_\_\_\_

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

## DIRECTORY SIGN LEASE

This DIRECTORY SIGN LEASE ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "the City" and \_\_\_\_\_, hereinafter referred to as "the Lessor".

### RECITALS:

WHEREAS, pursuant to Section 15-1-45(F)(2)(h)(1) of the Show Low City Code, the City is authorized to establish certain directory signs located within the Show Low; and

WHEREAS, the purpose of the directory signs is to allow businesses which are not adjacent to either the Deuce of Clubs or White Mountain Road to advertise their businesses; and

WHEREAS, the spaces on the directory signs will be leased on a first-come, first-served basis, not to exceed one space per business unless a secondary sign lease is executed by the Lessee if space is available; and,

WHEREAS, the purpose of this Lease is to set forth the terms under which the City will allow the leasing of space on its directory signs.

### IT IS AGREED:

1. **LEASED PROPERTY.** The City hereby leases to the Lessee and the Lessee hereby agrees to lease from the City one panel of the directory sign located at \_\_\_\_\_ in the City of Show Low, Arizona.

2. **TERM.** The term of this Lease shall commence on the date set forth above and shall continue for a period of one year. Thereafter, this Lease shall be automatically renewed on an annual basis unless either party gives written notice of termination at least sixty (60) days prior to the end of the then current lease period.

3. **LEASE FEES.** The Lessee agrees to pay a one-time setup fee of fifty (\$50.00) dollars and an annual maintenance fee of fifty (\$50.00) to the City due upon execution of the Lease and on January 1<sup>st</sup> of each year thereafter. Such fees shall be non-refundable. The City reserves the right to modify the Lease fees by amending Resolution R2003-13. Any such modification would not become effective until the subsequent lease year.

4. **USE OF DIRECTORY SIGN.** The Lessee shall use the directory sign to advertise its business, which must be located in the downtown commercial zoning district. The sign panels, including the color and font, shall be prepared by or at the direction of the City. The Community Development Director reserves the right to reject sign content which contains obscene, indecent, or other inappropriate language. The Lessee may appeal any such determination to the City Council. The Lessee shall further comply with all applicable laws and regulations.

5. **MAINTENANCE**. The City shall be responsible for the care and maintenance of the directory sign.

6. **NO ASSIGNMENT**. The Lessee shall not transfer or assign this Lease, or any privileges granted hereunder, without prior written approval of the City.

7. **DEFAULT**. If the Lessee fails to pay the Lease fees set forth above within thirty (30) days after the due date or if the Lessee fails to comply with any other provision of this Lease, the City, in addition to any other remedy it may have at law or in equity, (1) elect to terminate this Lease, and (2) remove the sign from the leased premises, without being deemed guilty of trespass and without prejudice to any remedies which might otherwise be available to the City.

8. **ATTORNEY'S FEES**. In the event that either party hereto shall institute any action or suit for the enforcement of its rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising there from.

9. **APPLICABLE LAW**. This Lease shall be enforced and construed according to the laws of the State of Arizona.

10. **RECITALS**. The recitals set forth above are affirmed as true and correct and are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, the parties have entered this Lease as of the date set forth above.

CITY OF SHOW LOW

LESSEE

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

|

## DIRECTORY SIGN LEASE

(Additional Panel)

This DIRECTORY SIGN LEASE ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF SHOW LOW, a municipal corporation, hereinafter referred to as "the City" and \_\_\_\_\_, hereinafter referred to as "the Lessor".

### RECITALS:

WHEREAS, pursuant to Section 15-1-45(F)(2)(h)(1) of the Show Low City Code, the City is authorized to establish certain directory signs located within the Show Low; and

WHEREAS, the purpose of the directory signs is to allow businesses which are not adjacent to either the Deuce of Clubs or White Mountain Road to advertise their businesses; and

WHEREAS, the spaces on the directory signs will be leased on a first-come, first-served basis, not to exceed one space per business unless this additional panel lease is executed by the Lessee if space is available; and,

WHEREAS, the purpose of this Lease is to set forth the terms under which the City will allow the leasing of space on its directory signs.

### IT IS AGREED:

1. **LEASED PROPERTY.** The City hereby leases to the Lessee and the Lessee hereby agrees to lease from the City a second panel of the directory sign located at \_\_\_\_\_ in the City of Show Low, Arizona.

2. **TERM.** The term of this Lease shall commence on the date set forth above and shall continue for a period of one year. Thereafter, this Lease shall be automatically renewed on an annual basis unless either party gives written notice of termination at least sixty (60) days prior to the end of the then current lease period. THE LESSEE AGREES THAT THIS LEASE CAN BE TERMINATED BY THE CITY UPON FIFTEEN (15) DAYS WRITTEN NOTICE TO LESSEE IF THE SIGN PANEL IS NEEDED FOR ANOTHER BUSINESS. (As a matter of City policy, if more than one business has a secondary sign panel, the lease of the business with the most recently installed sign panel shall be terminated first.)

3. **LEASE FEES.** The Lessee agrees to pay a one-time setup fee of fifty (\$50.00) dollars and an annual maintenance fee of fifty (\$50.00) to the City, due upon execution of the Lease and on January 1<sup>st</sup> of each year thereafter. Such fees shall be non-refundable. The City reserves the right to modify the Lease fees by amending Resolution R2003-13. Any such modification would not become effective until the subsequent lease year.

4. **USE OF DIRECTORY SIGN.** The Lessee shall use the directory sign to advertise its business, which must not be located adjacent to the Deuce of Clubs or White Mountain Road. The sign panels, including the color and font, shall be prepared by or at the direction of the City. The Community Development Director reserves the right to reject sign

content which contains obscene, indecent, or other inappropriate language. The Lessee may appeal any such determination to the City Council. The Lessee shall further comply with all applicable laws and regulations.

5. **MAINTENANCE.** The City shall be responsible for the care and maintenance of the directory sign.

6. **NO ASSIGNMENT.** The Lessee shall not transfer or assign this Lease, or any privileges granted hereunder, without prior written approval of the City.

7. **DEFAULT.** If the Lessee fails to pay the Lease fees set forth above within thirty (30) days after the due date or if the Lessee fails to comply with any other provision of this Lease, the City, in addition to any other remedy it may have at law or in equity, (1) elect to terminate this Lease, and (2) remove the sign from the leased premises, without being deemed guilty of trespass and without prejudice to any remedies which might otherwise be available to the City.

8. **ATTORNEY'S FEES.** In the event that either party hereto shall institute any action or suit for the enforcement of its rights hereunder, the prevailing party in said action or suit shall be awarded its reasonable attorney's fees and costs arising therefrom.

9. **APPLICABLE LAW.** This Lease shall be enforced and construed according to the laws of the State of Arizona.

10. **RECITALS.** The recitals set forth above are affirmed as true and correct and are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, the parties have entered this Lease as of the date set forth above.

CITY OF SHOW LOW  
By \_\_\_\_\_  
Its \_\_\_\_\_

LESSEE  
By \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Phone Number

|