

12 MONTH APPLICATION FOR THE PLACEMENT OF A REAL ESTATE POINTER SIGN ON A COUNCIL NATURE STRIP

About this Form

Pursuant to Part E of the table to s68 of the *Local Government Act 1993* (NSW) prior approval is required to place any article on Councils nature strip. The application is for a period of (12) twelve months at no cost to the applicant.

Please read the terms, conditions and guidelines attached.
Indemnity Statement must be signed

Council Contact Details

Customer Service 1 Pope Street, Ryde NSW
Post Locked Bag 2069, North Ryde NSW 1670
Email cityofryde@ryde.nsw.gov.au
Phone (02) 9952 8222

PART 1 : APPLICANT DETAILS

The applicant is the person lodging the form and the only person Council will communicate with

Real Estate Agency		ABN No.			
Title	Mr	Mrs	Ms	Miss	Other
Given Name			Family Name		
Real Estate Agent postal address					
Suburb				Postcode	
Preferred contact	Mobile	Phone	Email		
Mobile		Office Phone			
Applicant's Email					
Date Approved			Date Expires		
Public Liability Form Provided		Yes	No – Application cannot be lodged		

PART 2 : TERMS AND CONDITIONS

PURPOSE

- (a) To allow once approved for Real Estate Agents to place pointer direction signs on Councils nature strips for a period of up to (12) twelve months, for the purpose of advertising a property that is "Open for Inspection" or to be "Auctioned."
- (b) Regulate and control pointer signs placed on Council nature strips; and
- (c) To stipulate the number, type and size of signs allowed to be placed on Council nature strips.

SAFETY PROVISIONS

Pointer signs must not impede or cause harm to pedestrian traffic when placed on the nature strip.

HOURS OF OPERATION

Real Estate Pointer signs relating to the sale of Real Estate (not being a display home)

- Can only be displayed between 8.00am and one (1) hour after the Open House/Auction ceases.

PART 2 : TERMS AND CONDITIONS (CONT.)

- On the day(s) when the building and/or property is open to the public for inspection.
- An agent is actually attending the property during the advertised times (excluding vacant land) or on the day of the Auction.

LOCATION OF SIGNS

One (1) sign may be placed directly outside the property being offered for sale, and not more than two (2) additional signs may be placed at nearby intersections directing people to the property.

No Real Estate Pointer signs are to be placed on any road or road related area that could cause it to be a hazard to pedestrians or vehicles.

All Real Estate Pointer signs -

- MUST be removed within one (1) hour after the public inspection period ceases on each day or when the Auction has been completed and the agency staff has left the premises.
- MUST NOT incorporate flags (including teardrop), bunting or banners.
- MUST NOT be placed on traffic islands or roundabouts.
- MUST NOT be greater than 600mm x 600mm.
- MUST be inserted into the grass and fixed to prevent it from being blown over.
- SHOULD specify the time that the Open House/Auction is to occur.
- MUST display the address of the subject land.
- MUST display the Real Estate Agency name and contact number.
- MUST be placed in a location on the nature strip that does NOT impede pedestrian traffic.
- All signage is to be displayed in the English language but may include a translation into another language using letters or characters that are no larger than the English language letters or characters. Any translated message MUST be accurate and complete.
- 'A' Frame signs are prohibited.

PUBLIC LIABILITY

The applicant shall effect and keep a current Public Liability insurance for not less than twenty million dollars (\$20,000,000). Where approval has been given for the standing of a Real Estate Pointer Sign.

INDEMNITY STATEMENT

The Application, in signing this application form, agrees to comply with the terms of the permit its conditions and guidelines and to indemnify the Council from and against any loss, damage or expense (including legal costs) arising from any claim, demand, suit or processing that may be brought by any person against the Council in respect of the death or injury of any person or the loss or damage to any property, where such death, injury, loss or damage arises out of or in connection with the Applications actions on any land owned or managed by the Council and is caused by the negligent act or omission of the Application or of the Application's employees, agent, contractor or client. PROVIDED THAT the Applicant shall not be liable for any liability or loss to the extent that such loss or damage is caused by the error, omission or actions of the Council. Where negligence is found to have been contributory, each party shall bear full responsibility in accordance with the party's fault.

**Signature of
Acknowledgment
(Applicant)**

Please Print Name

Date

Contact Number

PART 3 : GUIDELINES

Applications may be lodged at the City of Ryde Customer Service Centre located at 1 Pope Street, Ryde or emailed to cityofryde@ryde.nsw.gov.au or posted to City Of Ryde Locked Bag 1069, North Ryde NSW 1670.

All applications **MUST** be completed, signed and have a copy of the Agency's Public Liability attached.

Note: Permits will be emailed, posted or provided at the Customer Service Centre to the applicant upon approval.

I agree to comply with the City of Ryde Council's Term and Conditions and Guidelines for a Real Estate Pointer Signs placed on a City of Ryde Council nature strip.

I agree to pay City of Ryde Council for any damages caused to nature strips, footpaths, kerb and gutters, landscaping or services in the placement or removal of a Real Estate Pointer Signs.

I have attached a copy of the Public Liability Insurance of the Real Estate Agency displaying Real Estate Pointer Signs.

I will ensure a current City of Ryde Council Real Estate Pointer Sign Permit will be available to be inspected at any time during an Open House/Auction by a City of Ryde Council Officer.

Signature

Date