

Chapter 14

Temporary Installations

Temporary banners, signs, and art exhibitions are dynamic features of the New York City urban landscape. These installations often call for introducing elements or making modifications to historic buildings that may affect significant architectural features. In addition, construction work sometimes requires the temporary removal of architectural features. Protecting historic architectural features is the basis for LPC's rules for temporary installations and removals (see **LPC Rules**, Section 2-05, available on our website, www.nyc.gov/landmarks).



Malcolm Pinckney/NYC Parks



Landmarks Preservation
Commission

In This Chapter, You Will Find:



This chapter explains LPC’s rules on temporary installations and temporary removal of architectural features during construction. Our goal is to help you submit a completed permit application for work that conforms to the LPC Rules so you can get your permit more quickly.



Businesses that want to install an outdoor dining setup will need to get a permit from the Department of Transportation (NYC DOT). As long as the outdoor dining setup complies with the siting and design criteria adopted by NYC DOT’s Dining Out program, no LPC permit will be required. Please note, an LPC permit is required for any elements of the outdoor dining setup which attach to the building, storefront, or sidewalk paving (including awnings, light fixtures, signage, conduit, etc.).

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Section A

How to Get Started



Before applying for your permit you should:

Find Information About Your Building

This will help you determine how the LPC Rules apply.

What type of building is it?

Search for the building on the [Discover NYC Landmarks map](#).

Click on your building to find **construction date**, **architect** and **style**, **building** and **landmark type**, and a link to the **LPC designation report** with historical background.

Additional information, including guidance on finding **historic maps**, can be found in the **LPC Resource Guide**, **Researching Historic Buildings in New York City**, available on our website at www.nyc.gov/landmarks.

See if Your Work Requires an LPC Permit

Maybe you don't need a permit.

LPC generally requires a permit for temporary installations at historic buildings, but a permit is **not required** for:

Signage or fixtures (such as pots, window boxes, small planters, or sandwich boards) that are not physically attached to any part of the building or sidewalk, or can easily be moved

Temporary signage applied to glass only and advertising that a space is for sale or lease, or for concealing interior construction work. These signs must be removed once the space is sold or leased or at the completion of construction.

Sidewalk and roadway cafes that comply with NYC DOT's Dining Out NYC program rules and do not include elements that are physically attached to the sidewalk, road, or building

Unsure whether your work requires a permit?

Contact LPC at 212-669-7817 or info@lpc.nyc.gov.

What You Will Need

A complete application requires all the materials listed below.

Required Application Materials

- ☐ **LPC permit application** filed on Portico
 - ☐ **Color photos** of the entire building and close-ups of areas of installation or construction-related work
 - ☐ **Comparative drawings or renderings:**
 - Elevation of existing and proposed conditions, showing installation or construction-related work
 - Details showing existing and proposed conditions of the installation or construction-related work, plus installation methods
 - ☐ **Material specifications for repairs** that may be required after removal
 - ☐ **DOB filing drawings** if proposed work requires a DOB permit
 - ☐ **Timetable and plan** for dismantling the features after installation or reinstating construction-related work
 - ☐ **An escrow agreement** or other adequate assurance to ensure removal and/or repairs, if the applicant is not a public agency or authority
 - ☐ **For artwork only:**
A written statement signed by the artist and the building owner to ensure removal and/or repairs
- If LPC requires additional materials after your application is reviewed, you will receive a Materials Checklist from LPC staff.

Section B

LPC Rules and Criteria

→ In This Section:

Temporary Installations

Temporary Removal of
Architectural Features
During Construction



**This is how the Landmarks
Preservation Commission works:**

The LPC Rules establish criteria

that allow staff to review and approve proposals for certain types of work at landmark properties. Permit applications for work that meets the LPC Rules can be approved faster. If the work does not meet the rules, staff may suggest alternatives that do meet the rules — or your proposal may be presented to the LPC Commissioners for review at a public hearing. Staff can guide you through the public hearing process. Visit www.nyc.gov/landmarks for more information.

This section explains and illustrates the rules and criteria

for the most common types of temporary installations and removals. It also discusses temporary removal of architectural features for construction-related work. See [LPC Rules](#), Section 2-05, for more information.

Temporary Installations



Vinyl panels and window films temporarily installed at a primary facade.

Temporary installations, such as signs, artwork, banners, and kiosks, call for introducing elements or making modifications to a landmark property for a limited period only. Staff can issue permits approving temporary installations that meet the following criteria:

Length of Time

Temporary signs and banners to promote seasonal events or residential sales or leasing can be installed for up to 180 days.

Art installations can be installed for up to one calendar year.

Construction-related installations can be installed for up to one calendar year.

Installation

Applicants must ensure that historic features of the building are not permanently damaged by the temporary installation.

If the installation needs to be secured, the application drawings should show minimal hardware and small holes, which may be installed for fasteners or tiebacks. The application drawings should additionally show plans for any repair work after the installation is dismantled.

Removal

To ensure that an installation is removed on time, the Commission requires establishment of an escrow agreement or similar assurance.



“Escrow” and an “escrow agreement” is where money is held by a third party to guarantee the performance of an obligation. Escrows are required for most temporary permits to ensure that the temporary installation can be removed on time. An escrow can be held by a property owner’s attorney. See [Section C](#) for a basic escrow agreement template for temporary permits.



Contact the LPC Enforcement Department to prepare necessary documentation in support of your escrow agreement, if required, such as cost estimates for the work.

An escrow agreement is not required if the applicant is a public or quasi-public agency, or if the work is directly related to approved restorative work.

An art installation requires a written letter, signed by the artist and the property owner, establishing the owner's authority to remove the artwork when the temporary installation permit expires. The letter also waives any protection under applicable federal or state law afforded to the artist or artwork that would prevent the installation's removal. (See *Section C* for a letter template.)

Permit Renewal

Approvals at privately owned property for the temporary installation of signs and banners or art installations **cannot be renewed**.

If the property is publicly owned, approval can be renewed for up to two additional periods of time.

Approval for construction-related equipment is for one calendar year but can be renewed for up to two additional one-year periods, if necessary, due to ongoing construction work.

Public art exhibitions, seen here, are considered temporary installations.

Temporary Removal of Architectural Features During Construction

During major construction work, it may be necessary to temporarily remove and store architectural features, such as doors or windows, to protect them. It may also be necessary to install a new element, such as a service ramp, to provide clearance or access to the building.

To temporarily remove such features, the Commission requires an acceptable plan for dismantling, storing, and reinstallation. Submit the plan as part of your application and include documentation that shows the following:

Which architectural features are to be removed and where they are located on the building

Why features are being removed

How the features will be removed, dismantled, and stored

The condition of features before removal (photos, descriptions)

How features will be reassembled and reinstalled

Approximate date for reinstallation

Any features that are removed must be reinstalled as required by the permit.



Architectural features, such as these decorative terra cotta spandrels, may be temporarily removed and stored while construction is in progress.



A bracket sign temporarily affixed to a facade.



Fragile or deteriorated architectural features can be stabilized and protected in place, as seen here while construction is in progress.

Section C

Technical Guidance and Resources

→ In This Section:

[Artist Waiver Letter Template](#)

[Sample Escrow Agreement for Temporary Installations](#)

This section provides additional guidance and resources to help you understand LPC's rules and criteria and submit the correct materials with your permit application.

Artist Waiver Letter Template

Art installations require a written letter, signed by the artist and the property owner, which establishes the owner's authority to remove the artwork when the temporary installation permit expires, and waives federal and state laws governing the removal of artwork. (See sample artist waiver template at right.)

WAIVER FOR WORKS OF VISUAL ART INSTALLED AT BUILDING

██████████

Property Owner:
Property Owner Address: ██████████
██████████
██████████

Re. Property: ██████████

Work: ██████████

Ladies and Gentlemen:

1. I, ██████████, am the artist of the Work "██████████"
2. The owner of the Property, ██████████, will display the Work from ██████████ to ██████████.
3. I, the artist, agree that the Work has been approved for temporary installation by the New York City Landmarks Preservation Commission and will be removed on or before ██████████ by ██████████
4. I, the artist, hereby waive any and all protection under applicable federal and state law afforded to the artist or the artwork that would prevent such removal at the expiration of the temporary permit, including but not limited to, the Visual Artists Right Act ("VARA") of 1990, 17 U.S.C. 101 et seq. and Article 14 of the New York State Law on Arts and Cultural Affairs.

Very truly yours,

██████████

Artist

██████████

Owner

A sample artist waiver letter.

Sample Escrow Agreement for Temporary Installations

Escrow agreements are required for most temporary installation permits to ensure that the temporary installation can be removed on time. An escrow can be held by a property owner's attorney.

The document on the following pages contains a basic template for such an agreement. Before writing your escrow agreement, be sure to get an estimate for the cost of removing the installation.

The language of this agreement may need to be adjusted depending on the particular project.

ESCROW AGREEMENT

AGREEMENT made this _____ day of _____ between _____
(the "Company") a corporation organized under the laws of the State of New York with offices
located at _____ and _____ (the "Escrow Agent")
located at _____.

WITNESSETH

WHEREAS the Company is the _____ of certain real property located at
_____, which is currently developed with a building (the "Building"): and

WHEREAS the Building lies within the boundaries of the _____ Historic
District, an area designated by the Landmarks Preservation Commission (the "Commission") as a
Historic District pursuant to the provisions of Section 25-303 of the New York City
Administrative Code; and

WHEREAS the Commission has determined that there will be temporary installations
made at the Building consisting of _____; and

WHEREAS the Commission will be issuing [permit number] _____
authorizing the temporary installation; and

WHEREAS the Company or an agent thereof has submitted to the Commission an
estimate of the cost of such temporary installation, a copy of which is attached hereto as Exhibit
B, but has not yet entered into a contract to perform such installation; and

WHEREAS the Company has represented to the Commission that a contract to do the
installation will be executed by the Company and the appropriate contractor (s) before
_____, that such contract will refer to [permit number] _____ and will
annex a copy thereto, that the Company will submit such contract to the Commission for
approval prior to executing it, and that the contract will specify and require that the temporary
installation shall be removed no later than _____; and

WHEREAS the Company has requested the Commission to consider and issue approvals for other projects proposed within the Building, prior to deconstruction of the temporary installation; and

WHEREAS the Company has deposited the sum of \$_____ (said sum together with all interest thereon being the "Escrow Amount") to provide adequate assurance of the removal of the temporary installation, into an escrow account under the exclusive custody and control of the Escrow Agent (proof of such deposit is attached hereto as Exhibit C); and

WHEREAS the Company desires to have the Escrow Agent hold and distribute the Escrow Amount in the manner set forth herein and the Escrow Agent desires to act on behalf of the Company under this Escrow Agreement; and

WHEREAS the Company acknowledges and understands that the escrow amount shall be held by the escrow agent until such time as the temporary installation has been removed; and

WHEREAS the Company acknowledges and understands that this escrow agreement shall no longer satisfy the requirements of 63 R.C.N.Y. § 2-18 if the temporary installation is not removed within the time specified herein, notwithstanding that the escrow amount shall not be released until the temporary installation is removed pursuant to the procedures set forth herein.

NOW, THEREFORE in consideration of the foregoing and the mutual covenants set forth herein, the parties agree as follows:

1. The Escrow Agent shall hold, invest, dispose of and distribute the Escrow Amount as follows:

a) The Escrow Agent shall hold the Escrow Amount in an interest bearing account and release such Escrow Amount only upon the following circumstances and to the extent indicated herein to satisfy the removal of the temporary installation: when the temporary installation has been removed, the Company shall so notify the Commission in writing by certified mail, return receipt requested, so that the Commission can inspect the Building to determine if the installation has been removed. Thereafter, Escrow Agent shall release the Escrow Amount only upon receipt of a written notice of compliance for the removal of the

temporary installation, issued by the Commission.

b) The Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

2. The Escrow Agent may rely and shall be protected in acting upon any written notice, instructions or request furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

3. The Escrow Agent shall not be liable for any action it takes in good faith and which action is reasonably believed to be authorized or within the rights or power conferred upon it by this Escrow Agreement, and shall be fully authorized to perform and protected against any action taken or suffered by it hereunder in good faith.

4. The Escrow Agent may resign and be discharged from its duties hereunder by giving written notice to the Company and the Commission not less than sixty (60) days in advance of the date upon which such resignation shall take effect, provided that the Escrow Agent has deposited the Escrow Amount held by it under this Escrow Agreement with a successor Escrow Agent acceptable to the Company and the Commission. The Escrow Agent's sole responsibility hereunder is to hold, invest, dispose of and distribute the Escrow Amount. Upon delivery of the Escrow Amount, as herein contemplated, the Escrow Agent shall be released and discharged from any further liability.

5. The Company shall indemnify the Escrow Agent for and hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of the Escrow Agent, arising out of or in connection with its entering into this Escrow Agreement and carrying out its duties hereunder, including the liability arising out of or in connection with this agreement.

6. Notwithstanding anything contained herein to the contrary, Escrow Agent shall only be required to pay the Company's contractors out of the monies held in escrow hereunder and only to the extent of such Escrow Amount.

7. The Escrow Agent agrees to provide a written report itemizing all subsequent

deposits and withdrawals from the Escrow Amount within twenty days after demand for said report is made by the Commission, which report shall detail each deposit and withdrawal of any money into the account holding the Escrow Amount and the reasons for each such deposit and/or withdrawal.

8. This Escrow Agreement contains the entire agreement between the Company and Escrow Agent with respect to transactions contemplated hereby, and no change, modification or waiver of any provision hereof shall be valid unless in writing and signed by the party to be bound.

9. This Escrow Agreement shall bind and inure to the benefit of the respective parties, their successors and assigns.

10. This Escrow Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Escrow Agreement has been executed and delivered by the parties the _____ day of _____, 20__.

By: _____
[print Signatory's name below; sign above]

for the Company

By: _____
Escrow Agent