



Service Request for Graffiti Abatement & Consent to Enter and Release of Liability

I, _____ the undersigned owner/manager/or person in control of the real property located at _____, ("Property") hereby authorize the City of Cudahy ("City") to remove the graffiti located at the Property subject to the following terms and conditions:

1. I acknowledge that I have not caused, allowed or permitted the placement of the graffiti and that I will cooperate with the City in ascertaining the identity of the person(s) responsible for the graffiti, prosecuting said person(s) and collecting from said person(s) any costs incurred by the City in the removal of the graffiti.
2. I hereby consent to the entry onto the Property by the City, its employees, agents or contractors, in order to remove graffiti, either by painting over or using other techniques as the City chooses (i.e. sandblasting, chemical or high pressure water removal). I understand that the City may at its discretion charge Property owner/manager a fee for graffiti abatement.
3. I understand that the cleaned or treated area will only include that section of the Property on which there is graffiti and that the paint may not match precisely. The City assumes no responsibility if colors do not precisely match.
4. As consideration for the City covering/removing the graffiti that is defacing my Property or the Property I am in possession of, and to the maximum extent permitted by law, I hereby agree to indemnify, defend and hold the City of Cudahy, its elected officials, officers, employees, contractors and volunteers (collectively "the City" hereinafter) free and harmless as to any and all claims and liabilities, including injury to property or persons, arising out of the City's entry onto the Property and/or graffiti removal activities thereon (collectively "the Activities") that may be asserted by the undersigned or any owner of the Property.
5. I understand that the City cannot guarantee the structural soundness of the area from which graffiti will be removed and that, although reasonable efforts to minimize damage and avoid injuries will be made, damage to property, accidents and/or injuries to persons may occur from graffiti removal activities. Knowing these risks, however, and in consideration of the City covering/removing the graffiti that is defacing my Property or the Property I am in possession of, I hereby agree, in advance, to assume all risks of property damage and personal injury. Furthermore, to the maximum extent permitted by law, I hereby agree not to make a claim against or sue the City, and all persons acting on behalf of the City, on account of the Activities and agree to forever waive and release, in advance, the City, and all persons acting on behalf of the City, from any and all claims and liabilities whatsoever for property damage and/or personal injury arising out of the Activities. This Waiver, Covenant Not to Sue and Release of Liability is binding on me, my heirs and all successors in interest. This authorization will serve as a standing consent. I understand that I may cancel the standing consent with written notice to the City of Cudahy.

I have read and understand each provision of this waiver, covenant not to sue and release of liability and further understand that by signing this document I am giving up important legal rights.

- ☐ ***(If Applicable) I have read and understand the provision of this waiver, and I decline consent to enter and release of liability and further understand by signing this document I am held responsible to remove graffiti from the property within 48 hours. Failure to resolve the graffiti may result in issuance of a citation.***

Date _____ Signature _____

Phone _____ Print Name _____

Please check (x) the appropriate box:

- ☐ Property Owner ☐ Property Manager

Complete, sign and date; then mail, email or deliver the form to the address at the top of this form.