



1. Incorporation of Recitals: The City and Property Owner agree that the foregoing recitals are true and correct to the best of their knowledge and are incorporated into this agreement as though fully set forth herein.

2. Consent to Entry. Property Owner does hereby give its consent to the City and its authorized agents to enter into and upon the Property at reasonable times and places without prior notice for the purposes of abatement of Graffiti as that term is defined in the Graffiti Code as now or hereafter amended. Such consent is limited to abatement of Graffiti upon exterior surfaces of any buildings, structures or other improvements located on the Property, including by way of example and not limitation, walls, rocks, bridges, buildings, fences, gates and trees. *Abatement of glass graffiti is excluded.* The City is authorized to use reasonable means to abate the graffiti including, by way of example and not limitation, painting over the graffiti or removal of graffiti. This consent is not intended to be and shall not be construed to create a legal obligation or duty upon the City or its agents to exercise its rights under this agreement to abate Graffiti upon the Property, and such responsibility shall remain with the Property Owner.

3. Term. The term of this agreement shall be contemporaneous with the current business license of the business identified above.

4. Release and Hold Harmless. PROPERTY OWNER DOES HEREBY RELEASE AND HOLD HARMLESS THE CITY, ITS OFFICIALS (ELECTED OR APPOINTED), OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES), (COLLECTIVELY "**LIABILITIES**") OF ANY NATURE, KIND, OR DESCRIPTION, OF PROPERTY OWNER, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE ACTIVITIES OF THE CITY, ITS OFFICIALS (ELECTED APPOINTED), OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS UPON THE PROPERTY AS AUTHORIZED HEREIN.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Print Name of Tenant and/or Business)

\_\_\_\_\_  
(Signature of Tenant)

\_\_\_\_\_  
(Print Full Name of Owner)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Print Full Name of Additional Owner)

\_\_\_\_\_  
(Signature of Additional Owner)