

**CONSENT TO ENTRY AND
HOLD HARMLESS AGREEMENT
BETWEEN
THE CITY OF BURIEN
AND**

(INSERT FULL NAMES OF PROPERTY OWNER(S)/OCCUPANTS)

Property Owner: _____
(Name of Owner(s))

Property Address: _____

King County Assessor's Parcel No. _____ (if known)

Name of Rental Property : _____

Rental Housing License #: _____ Rental Housing License Expires: _____

WHEREAS, the City of Burien (the "City") and the above described property owner (the "Property Owner") agree that graffiti on fences, walls, glass, buildings and other structures attracts more graffiti and invites additional vandalism and crime, sends a message that the community is not concerned about the appearance of its business districts and neighborhoods, generates neighborhood fear and instability, signals an increase in crime, gang activity, lowers property values, hurts business revenue, and is economically detrimental to the City and its business community, and

WHEREAS, the City of Burien and Property Owner further agree that the best deterrent to vandalism and graffiti is to repair or remove graffiti as soon as possible, and

WHEREAS, the City Council has found that that graffiti is a public nuisance and pursuant to its police powers has enacted Chapter 8.55 of the Burien Municipal Code (the "Graffiti Code") for the purpose of prohibiting graffiti vandalism and requiring property owners to expeditiously remove graffiti, and

WHEREAS, the City has funded a program through rental license fees for the removal of graffiti upon public and private commercial property located in the City, and

WHEREAS, the Property Owner desires to participate in this program by authorizing limited entry upon the premises of that herein described property for the purpose of graffiti abatement by the City and its agents;

NOW THEREFORE, in consideration of mutual benefits, the City and Property Owner enter into the following agreement:

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 etched 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 Full Name of Owner)

(Signature of Owner)

(Print Full Name of Additional Owner)

(Signature of Additional Owner)