City of
Santa Monica®

Facilities Management Division
2500 Michigan Avenue
Santa Monica, CA 90404
Hotline: (310) 458-2231

Please return by fax (310) 998-3290
or email public.works@smgov.net

Neighborhood Volunteer Graffiti Removal Program

CONSENT TO ENTER & RELEASE OF LIABILITY

I, the undersigned, as owner/manager of the property at ✕ _____ in Santa Monica (the "Property"), do hereby grant continuing consent to entry upon the Property by the City of Santa Monica, California, its officials, employees, or contractor (hereinafter separately and collectively referred to as "City"), and/or neighborhood volunteers (hereinafter "volunteers"), for removing, reducing, or obliterating graffiti on the Property by painting, removing, and cleaning as deemed necessary or desirable by the City and the volunteers. I understand that this consent to entry shall remain in effect until revoked in writing or upon written notice to the City and the volunteers of 1) the sale or transfer of fee title to the Property, or 2) a change in tenancy on the Property.

I, the undersigned, do hereby release, discharge, indemnify, defend, and hold harmless the City and the volunteers from and against all claims, judgments, demands, or actions of every kind and nature, whatever, which under any theory, may arise as a result of the performance of the graffiti removal services on the Property by the City and/or the volunteers.

I understand and agree that:

1) **the cleaning or removal shall be performed as determined by the City and/or volunteers and may be in blocks, patches, or strips where the graffiti appears, and that the cleaned or processed area may not match precisely the colors on the remainder of the improvements in the property;**
2) **neither the City nor the volunteers assume any responsibility if colors do not precisely match; and**
3) **some residue of the existing graffiti may remain.**

It is further understood and agreed that, neither the City nor the volunteers are in any way obligated to do any work or to use any equipment to any greater extent than determined by the City or the volunteers, in their sole discretion.

✕ _____ ✕ _____
Owner/Manager Signature Date

✕ _____ ✕ _____
Print Name Telephone