

## Community Development Department



Date \_\_\_\_\_

Dear Property Owner/Manager:

In its continuing efforts to maintain the community's positive image, the City of Tustin recently initiated a citywide graffiti removal program. This program will provide graffiti removal services at no charge to the property owner.

In order to have graffiti removed from your property, the City is required to obtain owner consent through use of the form on the reverse side of this page. The City requests that you complete and return this form even if your property is currently free of graffiti. By having the completed form on file, the City will be able to more efficiently and effectively respond to future requests for graffiti removal services.

To report existing graffiti on private property, call the City's Graffiti Hotline at (714) 573-3111. If the graffiti is in the public right-of-way, however, contact the Public Works Department at (714) 573-3350.

If you desire to be a part of the graffiti removal program, complete the consent form and mail or deliver it to the City of Tustin Community Development Department at your earliest convenience. **Note that this form must be signed by the property owner or his/her designee.** Should you have any questions, please dial (714) 573-3149. The City of Tustin hopes that community involvement will make Tustin graffiti-free.

Respectfully,

714.573.3100

CITY OF TUSTIN

# DECLARATION OF AUTHORITY AND WAIVER OF RIGHTS

I, the undersigned, declare as follows:

I am the owner or person duly designated by the owner to be in charge of the property located at:

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I consent to the removal of the graffiti on this property by painting or other means by the City of Tustin.

I understand that the painting and/or removal will be done at the expense of the City of Tustin.

I understand that the City of Tustin may use a normal amount of water or electricity to remove graffiti from the property and such water or electricity will be at the expense of the property owner.

I understand that the cleaning may be done only in blocks or strips where the lettering appears and that the City of Tustin and it's contractor assume no responsibility if the cleaned, processed, or painted areas do not match or if some residue of the existing graffiti remains.

I understand that the City of Tustin does not guarantee the structural soundness of the areas from which graffiti will be removed and that, even with due care, damage or injury to real or personal property may result from this activity.

I agree to indemnify, defend and hold harmless the City, it's officers, agents, employees and contractors from and against any and all liability, expense, including defense cost and legal fees, and claims of damage of any nature whatsoever including but not limited to bodily injury death, personal injury or property damage arising from or connected with the City of Tustin graffiti removal activities except where such liability, expense, or claim for damage results from the sole negligence or willful misconduct of the City of Tustin.

## I HAVE READ THE ABOVE AND UNDERSTAND IT.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Telephone