



CITY OF CORONA

GRAFFITI REMOVAL ENTRY PERMIT

Read first. The below noted person ("Property Owner") of the improved real property described below has the authority to execute this Graffiti Removal Entry Permit ("Entry Permit") and to authorize the City of Corona to enter upon the property to remove graffiti located thereon under the following terms and conditions. Property Owner submits this Entry Permit and intends that it be a full, final and enforceable release for the benefit of the City as specified herein.

OWNER INFORMATION				
NAME OF PROPERTY OWNER		START DATE		END DATE
PROPERTY ADDRESS	CITY	STATE	ZIP	
PROPERTY OWNER'S EMAIL ADDRESS		PHONE NUMBER		
TERMS				
DEFINITIONS The term "City" shall mean the City of Corona as itself or in another capacity (such as the Corona Utility Authority, Corona Housing Authority or Successor Agency to the Redevelopment Agency), as well as each of their officials, officers, employees, contractors, agents, volunteers, successors and assigns. The term "Property Owner Releasors" shall mean the Property Owner and Property Owner's personal representatives, heirs, next-of-kin, employees, agents, successors and assigns. The term "City Releasees" shall mean the City of Corona and its officials, officers, employees, agents, volunteers, successors and assigns.				
TERMS AND CONDITIONS <u>TERM:</u> This Entry Permit shall be valid for the dates noted above, unless terminated or extended in writing by the Property Owner ("Term"). <u>GRAFFITI REMOVAL:</u> This Permit authorizes the City to enter upon the Property with any personnel and equipment deemed necessary by the City in order to remove, reduce and/or obliterate the writing of graffiti anywhere on the Property (Graffiti Removal). Property Owner understands, acknowledges and agrees that the City may accomplish the Graffiti Removal by the use of steam cleaning, sandblasting, painting, solvents, or other procedures and/or materials commonly used for such Graffiti Removal. <u>ENFORCEMENT ASSISTANCE:</u> Property Owner understands, acknowledges and agrees that he/she has not caused, allowed or permitted the placement of graffiti on the Property, and that he/she will cooperate with the City in: (A) ascertaining the identity of the person or persons responsible for said graffiti; (B) prosecuting said person or persons; and (C) collecting from said person or persons any costs incurred by the City to which it is entitled under applicable law for its Graffiti Removal efforts. <u>PAINTING LIMITATIONS:</u> Property Owner understands, acknowledges and agrees that the painting portion of the Graffiti Removal process will involve matching the existing surface color to the degree possible with the City's color matching technology, and that it may be done in blocks or strips only where the graffiti appears and that the affected area may not match the existing color precisely. While the City will make every effort to make most paint-overs virtually undetectable, the City assumes no responsibility if colors do not match. <u>EXTENDS TO FUTURE GRAFFITI:</u> Property Owner understands, acknowledges and agrees that this Entry Permit is given for the removal of the current incident of graffiti and all future incidents of graffiti which occur within the Term of this Entry				

Permit, so long as the ownership of the Property does not change. While the City is not obligated to obtain written verification of continued ownership during the Term, Property Owner authorizes the City to obtain and rely upon oral verification of continued ownership during the Term prior to removal of any subsequent graffiti.

NO GUARANTEES: Property Owner understands, acknowledges and agrees that the City does not guarantee either the workmanship, results or the success of the Graffiti Removal services, and that the City are hereby forever released from any and all claims, damages, actions and suits that the Property Owner or his/her heirs or successors in interest may have by reason of the failure of City to perform said Graffiti Removal services in a satisfactory or workmanlike manner, by reason of the failure of City to exercise ordinary care resulting in damage to Property Owner's person or property, or by reason of any activities related to the City's Graffiti Removal services.

WAIVER & RELEASE

Property Owner understands, acknowledges and agrees that City shall not be liable to the undersigned for any damage to person or property (real or personal) occasioned in the Graffiti Removal process, including damage to the Property Owner's person or property.

As consideration for the City's Graffiti Removal services, Property Owner, on behalf of himself or herself and the Property Owner's Releasors, hereby releases, waives, discharges, and covenants not to sue the City Releasees from and for any and all liability for any loss or damage to the Property Owner, the Property Owner Releasors, or any other property or person, including third parties, and from and for any claims or demands related to any loss, damage, cost or injury, including wrongful death, to any property or persons, including without limitation the person or property of the Property Owner, the Property Owner Releasors or any other person or third party, whether directly or indirectly caused by any known or unknown act, omission or willful conduct of the Participant, the Participant Releasors, the City Releasees, or any other person or third party which is in any way related to the Event. It is understood and agreed that all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

GENERAL PROVISIONS

Property Owner understands, acknowledges and agrees that: (1) Property Owner has read, understands and voluntarily signs this Entry Permit; (2) this Entry Permit is intended to be contractual and not a mere recital, shall be interpreted and applied as broad and inclusive as is permitted by federal, state and local laws, rules and regulations, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect; (3) valuable legal rights are being given up by executing this Entry Permit; (4) Property Owner has either had the assistance of legal counsel in the review of this Entry Permit or could have had such assistance and voluntarily declined to obtain such assistance; (5) this Entry Permit shall be binding upon the Property Owner and the Property Owner Releasors; (6) if any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this Entry Permit, the prevailing party shall be entitled to recover such amount as the court may award as reasonable attorney's fees and costs; and (7) this Entry Permit is the entire understanding with the City and no written or oral representations, statements or inducements, apart from the foregoing written provisions, have been made to induce Property Owner to execute this Entry Permit.

APPROVAL & EXECUTION

SIGNATURE OF PROPERTY OWNER

DATE