



## Corning Police Department Graffiti Removal Waiver Consent, Release, And Hold Harmless

The undersigned property owner/occupant/representative grants permission to the Corning Police Department to eliminate graffiti from the premises at:

\_\_\_\_\_, the "premises" in accordance with the terms and conditions of this consent waiver.

1. This consent and release shall continue in effect for three years from its date.
2. Owner/occupant/representative hereby consents to entry on the premises by Corning Police Department agents or employees for the purpose of eliminating graffiti.
3. The City shall use best efforts to safeguard owner/occupant/representative property. Owner/occupant/representative hereby releases City agents and employees from any and all liability for damage to owner/occupant/representative property that may be caused by, arise out of, or result from the City's efforts to eliminate graffiti, except such damage that may be caused by willful or intentional misconduct. The City does not promise that colors and materials used to eliminate graffiti will match the existing colors and materials.
4. Owner/occupant/representative acknowledges that removal of graffiti is the responsibility of the owner/occupant/representative, and the City, by voluntarily undertaking graffiti eradication, does not become legally obligated to remove graffiti, or to provide future graffiti removal services.
5. In consideration of City's efforts to remove graffiti, owner/occupant/representative hereby agrees to indemnify, hold harmless, and defend City agents and employees from any liabilities, claims, demands, or expenses that may arise from graffiti removal on the premises.

Executed on: \_\_\_\_\_ by \_\_\_\_\_  
date Owner/occupant/representative

Special Instructions: \_\_\_\_\_

Premise Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Graffiti Program Coordinator