

AGREEMENT

GRAFFITI ABATEMENT

This agreement is made and entered into by and between the City of Barstow, California, a municipal corporation, hereinafter referred to as City and _____, hereinafter referred to as OWNER.

OWNER represents to CITY that he is the owner of certain property at

_____ within the City of Barstow, the said property being

further described as Assessor's Parcel No. _____.

OWNER represents to City that certain structures upon the said property have been defaced, vandalized and/or damaged by the presence of graffiti.

OWNER hereby requests that CITY abate the aforesaid graffiti in accordance with applicable provisions of the California Government Code and the Barstow Municipal Code.

OWNER hereby grants CITY permission to abate the aforesaid graffiti upon any and all structures located upon the property referenced herein and authorizes CITY, its officers, employees, representatives and agents to enter upon the said property as necessary for the purpose of graffiti abatement.

OWNER understand that CITY may abate graffiti by sandblasting, water blasting, chemical removal or by painting over or by any combination thereof or by any other means as may be chosen by CITY.

OWNER understand that CITY is authorized only to abate graffiti damaged areas of those structures located on the property referenced herein and that CITY is prohibited from painting or repairing more extensive area of such structures.

OWNER understands and agrees that CITY does not assume any continuing maintenance responsibility or liability whatsoever by virtue of abating graffiti from any structure upon the property referenced herein and that all responsibility and liability for maintenance of the said property rests with OWNER.

OWNER agrees to hold CITY harmless and to defend and to indemnify CITY, its officers, employees, representatives and agents against any and all claims of damage and/or liability to OWNER'S person, property or possessions which may arise from City's activity in abating graffiti from OWNER'S property referenced herein.

This agreement shall become effective upon execution by both parties hereto and shall remain in full force for the remainder of the said calendar year. If the OWNER would like a revocation of this agreement it must be placed in writing and shall be addressed to the CITY MANAGER, City of Barstow, 220 E. Mt. View St., Barstow, California 92311.

This agreement shall be binding upon OWNER and upon his heirs, assigns and successors to the property referenced herein unless and until revoked in accordance with the preceding article.

CITY reserves the sole and exclusive right to discontinue graffiti abatement at the property referenced herein at its discretion and without notice to OWNER.

Dated this _____ day of _____, 20____, in Barstow, San Bernardino County, California.

City of Barstow Employee

Owner

Title

Mailing Address

City/State/Zip

Telephone Number