



**CITY OF DIXON
GRAFFITI ABATEMENT PROGRAM
600 EAST A STREET
DIXON, CA 95620
(707) 678-7000**

**RIGHT OF ENTRY, RELEASE OF LIABILITY AND HOLD HARMLESS
AGREEMENT - BUSINESS/PROPERTY OWNER**

I/We think it is important to have the graffiti removed from my property as soon as it is found

I/We agree to work with the City of Dixon to remove graffiti from my property in a timely matter. I understand that volunteers will be abating the nuisance and will paint over the graffiti to the best of their abilities.

I/We grant permission to the City of Dixon, on a continuing basis, to enter the property located at **(Property Street Address and/or APN):** _____, for the purpose of abating graffiti on said property in violation of the City’s Public Nuisance Ordinance.

I/We waive any claims which I/we may have against the City arising out of this work and agree to indemnify the City, its City Council and individual members thereof, all City Officers, its agents, employees and volunteers against any claims or demands whatsoever arising out of their performance of said work, including all rights or benefits which I/we may have or in the future may have under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States, which section reads as follows:

“1542. Certain claims not affected by general release. 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 or her settlement with the debtor.”

This Agreement shall continue in effect indefinitely, and may be revoked by me at any time upon the giving of written notice to the City of Dixon’s Code Compliance Division.

I/We acknowledge that the paint being used to eliminate the graffiti from my property is donated and might not necessarily match my building/structure/fence/wall.

I/We acknowledge that the removal of graffiti on my private property is my responsibility, and the City, by voluntarily undertaking graffiti eradication, does not become legally obligated to remove graffiti, or to provide future graffiti removal services if volunteers are not available.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT BETWEEN MYSELF AND THE CITY OF DIXON. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT OF MY OWN FREE WILL.

(Property Owner Signature)

(Date)

LOCATION: _____
Property Street Address and/or APN

PROPERTY CONTACT INFORMATION:

Property Owner Name: _____
Or Company/Corporation Name (Print)

Owner/Company Address: _____

City State Zip

Phone Number: _() - Home Work Mobile

Phone Number: _() - Home Work Mobile

E-mail: _____

Property/Company Representative (if different than above)

Representative Name: _____
Print Name

Address: _____

City State Zip

Phone Number: _() - Home Work Mobile

Phone Number: _() - Home Work Mobile

E-mail: _____

Return to City of Dixon Police Department
Code Compliance Division
201 West A Street
Dixon, CA 95620