

**ISLA VISTA COMMUNITY SERVICE DISTRICT – CONSENT FOR ENTRY TO REMOVE GRAFFITI AND HOLD HARMLESS/INDEMNITY AGREEMENT**

Requestor's Name ("Requestor"): \_\_\_\_\_

Requestor's Mailing Address: \_\_\_\_\_ Check Residential:

One: Business:

Requestor's Home Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_ Business: (\_\_\_\_)\_\_\_\_-\_\_\_\_ Cell: (\_\_\_\_)\_\_\_\_-\_\_\_\_

Address of Property Subject to this Consent (if different from address above): \_\_\_\_\_

Requestor's Relationship to Property: (\_\_\_\_) Owner (\_\_\_\_) Lessee (\_\_\_\_) Legal Occupant in Present Possession

If a Legal Occupant, Explain Rights to Occupy Property: \_\_\_\_\_

Any Other Persons to contact in the Event of an Emergency:

Name: \_\_\_\_\_ Phone Number: (\_\_\_\_)\_\_\_\_-\_\_\_\_

Name: \_\_\_\_\_ Phone Number: (\_\_\_\_)\_\_\_\_-\_\_\_\_

This CONSENT FOR ENTRY TO REMOVE GRAFFITI AND HOLD HARMLESS/INDEMNITY AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ ("Effective Date") by and between the Isla Vista Community Service District, a California special district, located at 970 Embarcadero Del Mar, Isla Vista CA 93117 ("District") and Requestor. The District and Requestor are sometimes individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

1. Consent for Entry to Remove Graffiti. By entering into this Agreement, Requestor hereby gives his/hers/its consent to the District, its officers, agents, contractors and employees to enter upon all or any portion of the Property for the limited purpose of removing from any and all buildings, fences, trash receptacles or other surface upon which graffiti or other inscribed material is located that is capable of being viewed from any public right-of-way pursuant to the District's graffiti abatement program.

2. Release of Claims. By giving the consent set forth herein, Requestor, his/her/its heirs, executors, administrators, representatives and assigns, hereby release, waive and relinquish all claims, causes of action, liability or damages, for injury to persons or property, including wrongful death, whether actual or alleged, against the District, its officials, agents, contractors and employees, arising out of the District's removal of graffiti or other inscribed material upon the Property pursuant to this Agreement.

3. Indemnity. By giving the consent set forth herein, Requestor shall defend, indemnify, and hold harmless the District, its officials, employees, contractors and agents from any and all actual or alleged claims, causes of action, liability, damages, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of the District's entry onto the Property or removal of graffiti or other inscribed material upon the Property pursuant to this Agreement, whether or not arising out of the negligence of the District, its officials, employees, contractors or agents. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of the District, its officials, employees, contractors or agents for all legal expenses and costs incurred by each of them. Requestor's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the District, its officials, employees, contractors or agents.

4. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each respective Party.

5. Term. This Agreement shall have a term one (1) year from the Effective Date, after which it shall expire unless renewed.

I HAVE CAREFULLY READ THIS CONSENT AND HOLD HARMLESS/INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.

<p><b>ISLA VISTA COMMUNITY SERVICE DISTRICT</b></p> <p>By: _____ General Manager</p> <p>Date: _____</p>	<p><b>REQUESTOR</b></p> <p>_____</p> <p>Name</p>	<p><b>IF REQUESTOR IS A BUSINESS</b></p> <p>_____</p> <p>Name of Company</p> <p>_____</p> <p>Title of Signatory</p>
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