CITY OF BOSTON • MASSACHUSETTS

PROPERTY MANAGEMENT DEPARTMENT

KIM JANEY, MAYOR

REMOVAL OF GRAFFITI AGREEMENT AND RELEASE OF LIABILITY

WHEREAS, the City of Boston (the "City"), in furtherance of the best interests of the residents and business communities within the City, has initiated a City-wide effort to remove graffiti from public places and privately owned properties; and WHEREAS, the City, at its sole expense, agrees to remove, insofar as practical, any visible graffiti on the exterior portion of the building owned by me/us (the "Owner"), provided the City incurs no liability from or on account of such action; and WHEREAS, the City will endeavor to remove the graffiti from said building in a manner mutually agreed to by the City and said Owner, taking into account the nature of the composition of the materials of the building from which the graffiti will be removed; NOW THEREFORE, in consideration of the City's removal of graffiti from my/our building, I/we hereby agree as follows: i/We (the "Owner") hereby authorize the City, its employees, agents and/or contractors, to remove the graffiti from the building owned by me/us described herein. The City will give Owner at least forty-eight (48) hours advance written notice of its intent to remove the graffiti. It is agreed that said notice may be mailed or delivered to the Owner at the following address:

Name:_____ City/State: _____

Mailing Address:_____ Telephone: _____

The City may use such equipment, machinery, materials and processes, including grinding with abrasive, sandblasting, or water pressure, which the City in its best judgment deems most efficient, practical and appropriate for the purpose of removing the graffiti, but only after consultation with the Owner.

The Owner understands that the City is willing to undertake this action at public expense to further the public purpose of beautifying the City's business districts and neighborhoods, but that the City's willingness to do so is expressly on the condition that the City shall assume no liability for any damage(s) which may result from its action.

Accordingly, I/we, the Owner of the above-mentioned property, for my/our agents and assigns, hereby release, hold harmless and forever discharge the City of Boston, its officers, agents and employees, of and from any all claims, actions, causes of action, liabilities, loss, damage, demands, costs, loss of profits or income, disruptions, or interruption of business, expenses or compensation, including attorney fees, on account of or in any way arising out of, directly or indirectly, any personal injury or property damage resulting from any act or omission of the City related to the work or activities undertaken or to be undertaken by the City in connection with the aforesaid removal of graffiti, except for acts of gross negligence or willful misconduct.

By my/our signature(s) below I/we hereby certify and affirm that I/we am/are the current legal title owner(s) of the property located at _____ and that I/we have the authority to sign this instrument. A copy of the deed to the aforementioned property is recorded in the Suffolk County Registry of Deeds at Book_____, Page _____
IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal this_____day of_____, 20_____.

By:_____ By:_____
OWNER OWNER

_____ _____
NAME (printed) NAME (printed)

_____ _____
ADDRESS ADDRESS

By:_____ _____ _____
CITY EMPLOYEE DATE CITY DEPARTMENT AGENCY