

**GRAFFITI CLEAN UP  
WAIVER OF LIABILITY AGREEMENT  
FOR  
RENTAL PROPERTY OWNER(S)**

I the undersigned property owner(s) of the rental property(s) listed on the City's Rental Listing Form do hereby grant the City of Elkhart, its Department of Building and Grounds, their officers, employees, agents and representatives my express permission to enter upon any of the property(s) so listed on my Rental Listing Form for the sole purpose of removing graffiti. I further acknowledge by signing this waiver that the City will remove said graffiti at its own expense.

I agree to hold the City of Elkhart, its Department of Building and Grounds, their officers, employees, agents and representatives harmless for any and all damages to said property(s) that might result from the graffiti removal operation. I further agree to discharge the City of Elkhart, its Department of Building and Grounds, their officers, employees, agents, representatives and successors from any claims or litigation I might have as a result of the graffiti removal operation.

I also acknowledge that this waiver is intended to release the City of Elkhart, its Department of Building and Grounds, their officers, employees, agents, representatives and successors from any and all liabilities that might arise as a result of said graffiti removal and it is my intent to so release the aforementioned parties to the fullest extent permitted by Indiana Law. I further acknowledge that I must notify the City if I sell said property(s) as required by Ordinance No. 5117, Section 5, and this waiver shall apply so long as I own said Rental Property(s). The waiver is governed by the laws of the State of Indiana.

\_\_\_\_\_  
Signature of the Property Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elkhart City Permit Office

**REFUSAL TO PERMIT GRAFFITI CLEAN UP**

I acknowledge that I have been made aware of the City's Graffiti Clean Up Program, and I do not grant the City of Elkhart, its Department of Building and Grounds, their officers, employees, agents, and representatives permission to enter upon my Rental Property(s) to remove said graffiti. I further acknowledge that it is my responsibility to remove said graffiti within five (5) days once I have been notified by the Elkhart City Building and Code Enforcement Department to remove said graffiti.

\_\_\_\_\_  
Signature of the Property Owner(s)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Elkhart City Permit Office