



City of Artesia

Graffiti Removal Program & Application

Guidelines & Instructions: Please read the following guidelines and instructions closely before submitting your application for graffiti removal supplies.

The City of Artesia's Graffiti Removal Program assists homeowners by offering graffiti removal services and supplies to those who frequently deal with graffiti placed on their property. The Graffiti Removal Program offers two types of services for property owners in the City. The options include the receipt of free graffiti removal supplies (paint or removal chemicals) or removal by the City for a nominal fee.

Homeowners retain ultimate responsibility for their property, the City bears no obligation to match paint colors or to perform work on private property, and the City is not liable and makes no guarantees for the effectiveness of materials provided. Upon approval of an application for materials or abatement by City staff, the property owner will be contacted arrange pick up of supplies, or the removal by City staff.

Removal Supplies Option

Artesia property owners will be eligible to receive one (1) gallon of graffiti removal chemicals or one (1) gallon of a standard paint color for graffiti removal for free upon submitting a complete application, subject to approval by City staff. Property owners may request additional supplies upon the depletion of the initial supplies.

To be eligible to receive graffiti removal materials, an Artesia homeowner must submit a complete Application form. Homeowners are eligible to request a new batch of supplies upon the depletion of their first batch. By receiving supplies, the property owner agrees to use the supplies to remove graffiti on their property within 72 hours, and to send the City photographic evidence that the graffiti was removed. Supplies will be offered on a first-come, first-served basis, and funds are limited, so property owners are encouraged to apply as soon as possible.

Removal by the City Option

Artesia property owners will be eligible to have graffiti on private property that is adjacent to a public right-of-way removed by the City for a nominal fee. Removal is subject to the receipt of a complete Application form and Graffiti Abatement Consent and Release Form. By filing the Application and Consent and Release Form, the property owner agrees pay the fees associated with removal and to authorize the City remove graffiti within 72 hours without further notice to the property owner. Fees for removal services are as follows:

Single-Family Residential: \$15 per removal
Multi-Family Residential: \$50 per removal
Commercial: \$100 per removal

The City will document each instance of graffiti prior to removing it with photographs and will provide the photos along with an invoice to the property owner to remit payment. Payment is due within 30 days of receipt of the invoice. Failure to remit payment will result in a cancellation of the City's removal services and may result in Code Enforcement actions against the property. A property owner may contact the City in writing to remove their property from the program and will be responsible graffiti removal on their property.

For more information, please contact Jeremy Bates, Management Analyst for the City of Artesia at (562) 865-6262, extension 245 or email at jbates@cityofartesia.us. Complete application packets can be submitted via email jbates@cityofartesia.us, or in person or by mail to: City of Artesia, Attn: Graffiti Removal Program, 18747 Clarkdale Ave., Artesia, CA 90701.

Applicant Information

Name: _____ Date: _____
First Last

Address: _____
Street Address Apartment/Unit #

Artesia **CA** **90701**
City State ZIP Code

Phone: _____ Email: _____

Please briefly describe your problems with graffiti (e.g. how often it happens on your home, issues with removal, etc.):

Please choose one option below:

Removal Supplies Option – Check Here

Paint or Chemicals

If Paint, which color(circle one)? White Gray Beige

Removal by City Option – Check Here

By submitting this application and the consent and release form, I agree to have the City remove graffiti on my private property with 72 hours, without further notice to me. I agree to pay the invoices for these services at the rates set forth below within 30 days of receiving such invoices from the City. In understand that failure to pay invoices will result in removal from the program, and may result in code enforcement cases against my property.

_____ Initials

Single-Family Residential \$15 per removal

Multi-Family Residential \$50 per removal

Commercial \$100 per removal

How did you hear about the Program (Circle one)?: Friend/Family City Website Social Media Newsletter Flyer Other

FOR STAFF USE ONLY

Received Date/Time: _____ Complete? _____

			Approval Process:	Approved?	Initials/Date
Application Signed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Management Analyst	_____	_____
Address Valid?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Administrative Manager		
Program Selected	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Notes:		
Waiver Signed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>			

Disclaimer and Signature

By signing the application, you understand and represent that you are fully responsible for the validity of all information provided in this application, and declare that you are a property owner in the City of Artesia. You will receive notification via phone or email when your application has been approved detailing next steps.

Also, by signing the application you and your heirs, successors, and assigns agree to defend, indemnify and hold harmless the City, its officials, officers, employees, volunteers and agents (together "Indemnified Parties") from and against any and all claims or demands for loss or damage, including, without limitation, for property damage, personal injury and wrongful death, arising out of or in connection with the Graffiti Removal Program, including, without limitation, the supplies provided by or used by the City, any of the Indemnified Parties' work on the subject property, and any willful or negligent act (whether active or passive) or omission of any of the Indemnified Parties.

Applications will be reviewed on a first-come, first-served basis. The approval and issuance of supplies and removal by the City is not guaranteed and is subject to the availability of program funds. Furthermore, each application will be reviewed to determine whether program guidelines were followed before any services are rendered or supplies are issued. If the information is found to be invalid, the City reserves the right to deny the application. Failure to pay fees associated with removal services will result in removal from the program and may result in Code Enforcement against the property.

Unless you ask us not to, we may contact you via email in the future to tell you about new City services. By providing your email address, you give your permission to receive information related to other city topics. You may opt out of any future contacts from us at any time by contacting us via email or phone.

Applicant Signature: _____ Date: _____

Graffiti Removal Consent and Release form

Real Property at: _____, Artesia, CA 90701

I, the undersigned, affirm the following:

1. I am an owner of this property. **(Initial to confirm: _____)**

OR

_____ is an owner of this property. I am signing this Graffiti Abatement Consent and Release Form as an agent for the owner with his/ her/ it's authority to do so. **(Initial to confirm: _____)**

2. I consent to the City of Artesia (hereafter "City") employees, forces, contractors, and their agents, entering the outdoor areas of this property **through December 31, 2020**, to remove graffiti, as defined in Section 5-4.02 of the Artesia Municipal Code, from the exterior(s) of any wall, fence or other structure facing or abutting a public street, highway or other public right-of-way. **(Initial to confirm: _____)**
3. I understand and agree as follows: (a) The "graffiti removal process" is limited to only the area(s) where graffiti is present. Adjoining areas that are unaffected by graffiti will not be touched, and those adjoining areas' color(s) may not match the treated area(s); (b) Graffiti may be removed by sandblasting, painting, or by any other method of treatment in the City's sole discretion; (c) These actions may be done in blocks or stripes to only cover graffiti; (d) The treated areas may be non-washable and permanent, and (e) The "graffiti removal process" may result in some collateral damage to nearby landscaping material, for which the City, its employees, forces, contractors and their agents, will not be liable **(Initial to confirm: _____)**
4. I understand the work done pursuant to this consent form will be performed for a fee, as set forth in the Graffiti Removal Application and restated here.

Single-Family Residential	\$15 per removal
Multi-Family Residential	\$50 per removal
Commercial	\$100 per removal

The City reserves the right to seek reimbursement for the removal of the graffiti from private property from the person(s) who previously placed the graffiti on the treated area(s) for all costs and expenses the City incurs as allowed by law. **(Initial to confirm: _____)**

5. The City graffiti removal actions pursuant to this Graffiti Abatement Consent and Release Form shall neither excuse nor waive the obligation of all responsible person(s) to maintain the subject real property in compliance with the Artesia Municipal Code and State and federal law at all times. **(Initial to confirm: _____)**
6. I and my agents, representatives, successors, heirs, and assigns hereby indemnify, protect, defend, hold harmless, and release the City of Artesia, and its (elected and appointed) officials, employees, forces, contractors, and their agents (collectively the "Releasees") from any and all claims, demands, causes of action, liabilities, suits or obligations whatsoever arising directly or indirectly from, out of, or relating to the actions taken by the Releasees pursuant to this Graffiti Abatement Consent and Release Form, whether presently known or unknown. This release includes a waiver of Civil Code Section 1542, which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. I acknowledge receiving a copy of this form upon signing it. **(Initial to confirm: _____)**

Signature

Date: _____