NOTICE TO PROPERTY OWNER, CONSENT TO ENTRY AND RELEASE OF LIABILITY AGAINST CITY



You are hereby notified that graffiti is located on your property and must be removed as provided in Title 4 Chapter 7 of the West Wendover City Code. As property owner or agent you are required to remove the graffiti within ten (10) days of the date of this notice, or you may face civil and criminal liability. In the alternative, you may consent to removal of the graffiti by the City and release of the City from liability as provided hereafter:

The undersigned represents that he/she is the owner, or duly authorized agent/representative of the owner, of the real property located at ______ (property), West Wendover, Nevada and that he/she hereby authorizes and consents for the City of West Wendover, its agent and employees to enter the property to remove/eradicate/abate the graffiti found on said property in the location (s) generally described as:

It is understood that the City will charge the property owner for the time, materials and services provided in removing/eradicating/abating the graffiti, if such cost exceeds **five hundred dollars** (\$500), and such costs could become a lien against the property. Further, the City makes no representations whether the undersigned can recover the costs paid to the City by the undersigned from a third party. Within thirty (30) days of the date of the completion of the abatement of the graffiti, the City shall bill the undersigned. In the event the billing is contested, the undersigned may contest the matter as provided in Section 4-7-9 of the West Wendover City Code.

The undersigned further agrees to release, acquit, hold harmless and discharge the City, its employees, agents and servants from any and all claims, actions, causes of action, demands, damages, costs or expenses which accrue or in any way arise out of the actions or omissions of the City or on its behalf in the removal of the graffiti.

CAUTION: READ BEFORE SIGNING BELOW: THE UNDERSIGNED HAS READ THE FOREGOING NOTICE, CONSENT TO ENTRY AND RELEASE AND FULLY UNDERSTANDS ITS CONTENTS.

DATED this _____ day of _____, 20____.

Delivered By (City Representative)

Property Owner or Authorized Agent