

RESOLUTION NO. 27055

A RESOLUTION AUTHORIZING THE MAYOR, ANY INDIVIDUAL CITY COUNCIL MEMBER OR COORDINATOR OR ASSOCIATE COORDINATOR OF THE CITY'S GANG INITIATIVE TO SIGN A GRAFFITI RELEASE ON BEHALF OF THE CITY OF CHATTANOOGA.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, that it is hereby authorizing the Mayor, any individual City Council member or Coordinator or Associate Coordinator of the City's Gang Initiative to sign a graffiti release on behalf of the City of Chattanooga.

ADOPTED: April 3, 2012

/mms

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Chattanooga, Tennessee, a municipal corporation ("City"), and \_\_\_\_\_ ("Participant").

WITNESSETH:

WHEREAS, City has initiated a Graffiti Removal Program to assist local business owners and residents in the removal of graffiti from their property; and

WHEREAS, City's Graffiti Removal Program provides materials to remove the graffiti, and labor will be provided by volunteers; and

WHEREAS, Participant owns property located at \_\_\_\_\_ Chattanooga, Tennessee (the "Property"), and desires the assistance of City in removal of graffiti from the Property;

NOW, THEREFORE, in consideration for participation in City's Graffiti Removal Program, Participant and City hereby agree as follows:

1. Participant gives express permission to City to have its work crews and/or volunteers, or other select personnel enter onto the Property for the sole purpose of removing graffiti on the building or structure located thereon as part of City's Graffiti Removal Program. The City will paint over previously-painted surfaces that have been defaced with graffiti. Only that area that has been defaced will be painted over. Participant understands and agrees that City will be unable to match the existing paint on the exterior of the building or structure. Participant may elect to donate matching paint to City for removal of the graffiti.

2. Participant agrees to defend, indemnify, and hold harmless City, its servants, agents, volunteers, contractors, and employees, in connection with acts performed by them,



which would reasonably be associated with consultation and repairs relative to graffiti removal, from any and all actual or alleged claims, demands, causes of action, awards, judgments or proceedings by whomsoever made or brought arising out of or incident to any acts, omissions, negligence or willful misconduct of City, its servants, agents, employees, contractors, or volunteers in connection with or arising out of City's entering onto Participant's Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees and related costs or expenses, and any reimbursement to City for all legal expenses and costs incurred by it.

3. The individuals signing this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

4. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by City and Participant.

5. This Agreement shall be binding on Participant, its heirs, administrators, executors, legal representatives, successors, and assigns and shall inure to the benefit of and be available to City, its successors and assigns.

6. This Agreement shall remain in effect for one (1) year from the date the last party executes this Agreement. Participant grants permission to the City, its agents, contractors, employees or volunteers to remove graffiti from the Property without notifying Participant of each incident.

7. Notwithstanding anything contained herein to the contrary, this Agreement does not constitute an obligation by the City to remove graffiti on the Property.

8. The laws of Tennessee shall govern the interpretation, validity, performance, and enforcement of this Agreement.

9. This Agreement may be executed in separate counterparts. A counterpart executed by a party to this Agreement and transmitted to the other party to this Agreement via facsimile will have the same effect as the delivery of the original counterpart. It shall be fully executed when City and Participant have signed at least one counterpart even though no one counterpart contains the signatures of both parties to this Agreement.

10. This Agreement contains the entire agreement between Participant and City related to the matter specified herein, and supersedes any prior oral or written statements or agreements.

**PARTICIPANT**

By: \_\_\_\_\_

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

**CITY OF CHATTANOOGA, TENNESSEE**

By: \_\_\_\_\_

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