



Graffiti Removal Consent Form

City of Harker Heights
Code Enforcement Department
305 Millers Crossing
Harker Heights, TX 76548
Phone: (254) 953-5648

Pursuant to the Harker Heights Code of Ordinances Section 131.23 - Abatement by City

(A) *Offer Authorized.* Whenever graffiti is found to exist, the city may offer to remove the graffiti from the owner's property free of charge.

(B) *Owner's Election.* An offer under this section will be made to the owner in the manner specified in this subchapter for giving notices. The owner may accept the offer only by filing unconditional written acceptance with the Official on the form prescribed by the Official within three business days from the date of the offer. Failure of the owner to accept the offer shall constitute an irrevocable refusal of the offer.

(C) *Effect of Owner's Election.* If the owner accepts the offer, the city may enter upon the property as allow by law and do or cause to be done any work necessary to bring the property into compliance with this subchapter. If the owner does not accept the offer, the owner shall be given the notice prescribed by §131.24 (A). (Ord. 2011-17, passed 7-12-11).

Check below to Accept or Decline free graffiti removal services offered by the City of Harker Heights.

I authorize the City of Harker Heights to access my property in attempt to remove unlawful graffiti from my property without charge using available methods and equipment.

If you checked above and currently have unwanted graffiti on your property and would like it removed, please specify the location of the graffiti:

I do not authorize the City of Harker Heights to remove graffiti from my property.

Note: If this box is check, you must have graffiti removed from the property identified below within 72 hours following notification.

I am the owner or responsible party of the property located at:

Address: _____

Phone: _____ E-mail Address: _____

NOTE: When authorizing graffiti removal, the owner or responsible party understands that the City of Harker Heights does not guarantee the structural or aesthetic soundness of the areas from which graffiti will be removed and that even in extreme care, damage or injury to real or personal property may result from this activity. I hereby agree to indemnify and hold harmless the City of Harker Heights, their officers, agents, employees, and servants, from and against any and all claims, liability, expense, including defense costs and legal fees, and claims for damage of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from the City of Harker Heights graffiti removal activity.

Printed Name: _____ Signature: _____ Date: _____

STAFF ONLY -- DO NOT FILL OUT

Date Submitted: _____

Received By: _____