



MPCIS & COV PROPERTY OWNER CONSENT AND WAIVER FOR COMMUNITY PAINT-OUTS

The Mount Pleasant Commercial Improvement Society (the “Society”) has an agreement with the City of Vancouver’s Integrated Graffiti Management Program (the “IGMP”) to initiate a program to address the issue of graffiti. The goal is to eradicate graffiti in the Mount Pleasant Neighbourhood.

The strategy and approach under discussion is to perform paint-outs of building walls for the purpose of removing or covering graffiti (the “Services”). The Services will be performed by volunteer labour and with paint donated by the City of Vancouver. Existing building colours will be matched as closely as possible, but the Society cannot guarantee that existing building colours can be matched.

Consent, Release and Indemnity

The undersigned (the “Property Owner”) gives its consent to the Mount Pleasant Commercial Improvement Society (the “Society”) to perform the Services on the property (the “Property”) described below.

The Property Owner represents and warrants to the Society that:

- the Property Owner is the legal and beneficial owner of the Property;
- the Property Owner has full power and authority to grant the above consent and the below release and indemnity; and
- no other person or firm is required to consent to the performance of the Services on the Property, including, without limitation, any tenant, occupant, or operator of the Property.

The Property Owner acknowledges and agrees that the Property Owner will be solely responsible and liable for all damages, losses, costs, actions, causes of action, claims, demands, liens, liabilities, expenses and indirect or consequential damages of any kind and nature whatsoever (collectively, “Losses”), caused by, resulting from, arising out of, or incidental to the performance of the Services, including, without limitation, any Losses resulting from any negligent act of omission of the City of Vancouver or its personnel, the Society or its personnel, any involved community group organization or its personnel, partner organizations or volunteers (collectively, the “Released Parties”) involved in the performance of the Services.

The Property Owner, for itself and any person or firm claiming through the Property Owner, hereby releases and discharges each of the Released Parties from and against all Losses which may arise or accrue to the Property Owner, that arise out of, or would not have been incurred but for performance of the Services whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of any of the Released Parties; and the Property Owner hereby covenants and agrees to indemnify and save harmless each of the Released Parties, from and against all Losses which may arise or accrue to any person or firm against any of the Released Parties or which any of the Released Parties may pay, incur, sustain or be put to, by reason of or in connection with:

- the performance of the Services;
- the City of Vancouver supplying paint or other materials to the Society;
- the City of Vancouver or its personnel providing any project director or liaison in respect of the Services (or any failure to provide any such project direction or liaison); or
- any personal injury, property damage or death, whether or not such Losses are a result of, or relate in any way to any negligent acts or omissions on the part of any of the Released Parties.

**PROPERTY OWNER CONSENT AND WAIVER
FOR COMMUNITY PAINT-OUTS**

Property Owner Consent and Waiver		Valid From: 5/1/201	To: 4/30/2020
Private Property Owner Information			
Name of Property Owner/Company:			
Phone:		Business/Registration Number:	
Address:			
Postal Code:		Description of Property/Assets:	
Primary Contact's Information (Owner, Property Manager, Tenant or other)			
First Name:		Last Name:	
Phone:		Cell:	
Email:			
Please Check the Product(s) authorized for use on your property by the Society			
<input type="checkbox"/> Acrylic Paint		<input type="checkbox"/> Anti-graffiti Wipes	<input type="checkbox"/>
Notes/Colour:			
Authorized Community Group(s): Mount Pleasant Commercial Improvement Society			
Signature:		Position:	
Print Name:		Date Signed:	