



Bureau of Street & Environmental Services

Fax. 415.695.2175 | 2323 Cesar Chavez St. Building A, Room 24, San Francisco, CA 94124

Opt-in Pilot Program Allowing the City to Abate Graffiti on Private Property in Commercial Corridors:

Waiver Form

- **Background.** As authorized by San Francisco Board of Supervisors Ordinance. [No. 174-22](#), San Francisco Public Works has launched a two-year pilot program that allows the City's graffiti-abatement crews to remove graffiti from select private properties by removing graffiti with the written consent of private property owners. This pilot program, which was funded by the Board of Supervisors and Mayor London Breed with adoption of the City's Fiscal Year 2022-23 budget, aims to prevent graffiti tags from causing blight in San Francisco's neighborhood commercial corridors at no out-of-pocket costs to private property owners or business owners. The pilot program will run from November 30, 2022, to November 30, 2024.
- **Eligibility.**
 - *Voluntary Agreement of Property Owner.* To be eligible for the pilot program, the property must be located in a Commercial Corridor, as defined in Ordinance No. 174-22. In addition, the private property owners must voluntarily opt in and agree to the terms and conditions of the pilot program.
 - *Properties in Commercial Corridors.* The pilot program is limited to Neighborhood Commercial Districts, Named Neighborhood Commercial Districts, Neighborhood Commercial Transit Districts, Named Neighborhood Commercial Transit Districts, the Chinatown Community Business District, the Chinatown Residential/Neighborhood Commercial District and the Chinatown Visitor Retail District, as defined in San Francisco's Planning Code.
- **Terms and Conditions.**
 - a. By signing below, the property owner(s) of record authorizes the City, its employees, agents and/or contractors, to remove the graffiti from the property listed below according to the terms and conditions listed on this document. Properties with multiple owners must get signed written consent for the graffiti removal from each owner.
 - b. Under the pilot program, the City and the participating property owner would agree to a graffiti-removal action plan for the tagged property that takes into account the nature of the composition of the materials of the building from which the graffiti will be removed. However, the City makes no representation that the area the City cleans or paints in an attempt to remove the graffiti will match the remainder of the property in

color, materials or other physical characteristics; the City will attempt to remove the graffiti, but some graffiti residue may remain.

- c. The City will focus on removing painted graffiti that is on the exterior of properties visible from the public right of way.
- d. This pilot program shall not include the restoration or repair of tagged murals, etched windows or windows defaced with acid.
- e. The City may remove graffiti in the manner it deems appropriate, including, but not limited to, power washing, painting and/or the use of chemical solvents. However, by signing below, I understand that: 1) the graffiti removal services shall be performed in a manner deemed reasonable and appropriate by the City; 2) the City does not in any way obligate itself to perform any graffiti removal services other than those deemed reasonable and appropriate by the City; and 3) the City assumes no responsibility if the area cleaned or painted by the City does not satisfy the expectations of the property owner including but not limited to not matching the color or other physical characteristics of the property and/or if some residual graffiti remains.
- f. The owner understands that the City is willing to undertake this action at public expense to further the public purpose of beautifying the City's business districts and neighborhoods, but that the City's willingness to do so is expressly on the condition that the City shall assume no liability for any damage(s) which may result from its action.

Accordingly, I/we, owner(s) of the above-mentioned property, or my/our agents and assigns, hereby release, hold harmless and forever discharge the City and County of San Francisco, its officers, agents, and employees (the "City"), of and from any all claims, actions, causes of action, liabilities, loss, damage, demands, costs, loss of profits or income, disruptions, or interruption of business, expenses or compensation, including attorneys' fees, on account of or in any way, directly or indirectly, arising out of any personal injury or property damage resulting from any act or omission of the City related to the work or activities undertaken or to be undertaken by the City in connection with the aforesaid removal of graffiti, except for the City's acts of gross negligence or willful misconduct.

NOTE: SIGNATURE PAGE CAN BE FOUND ON THE NEXT PAGE

By my/our signature(s) below I/we hereby certify and affirm that I/we am/are the current legal title owner(s) of the property located at _____ (the "Property") and that I/we have the authority to sign this instrument.

By: _____
PROPERTY OWNER

By: _____
PROPERTY OWNER

NAME (printed)

NAME (printed)

ADDRESS

ADDRESS

By: _____
CITY EMPLOYEE

DATE

CITY DEPARTMENT/AGENCY

The City will provide at least 48 hours advance notice of its intent to remove the graffiti. The notice can be e-mailed or mailed to the property owner/owner representative at the following address or posted at the following address:

Name: _____

Mailing Address: _____

Telephone: _____ Email: _____

Please complete, sign and submit form by email to DPW-GraffitiOptInProgram@sfdpw.org or fax 415-641-2640.

The Public Works graffiti team will contact you and coordinate the process.

Note: Please contact DPW-GraffitiOptInProgram@sfdpw.org at least 14 days in advance if you plan to install a mural on your property that you do not want painted over by the graffiti-abatement crew.