CITY OF CHULA VISTA
CHULA VISTA POLICE DEPARTMENT

315 Fourth Avenue

TRESPASS AUTHORIZATION AND REQUEST FOR LAW ENFORCEMENT ASSISTANCE

California Penal Code §§ 602(o), 602.1(a), 602.8, 555, 836, 837, and Chula Vista Municipal Code

As required by California law, this Trespass Authorization and Request for Law Enforcement Assistance (this "Letter") will not be accepted or valid unless signed in the presence of a notary. Please complete the fillable form below for each unique address for which you are submitting an authorization and request. Once completed, and signed in the presence of a notary, this Letter should be mailed or personally delivered to the Chula Vista Police Department at 315 Fourth Avenue Chula Vista, CA 91910. For faster processing, the completed Letter can be scanned and emailed to **Community_Relations@chulavistaca.gov**. The original signed Letter must still be delivered to the Chula Vista Police Department within 30 days of submission of the emailed document.

FOR CHULA VISTA POLICE DEPARTMENT USE ONLY.

Method of Receipt:

- ☐ **Personally Delivered** Date Received: _____
- ☐ **Mailed** Date Received: _____
- ☐ **Emailed** Date Received: _____
  Date Original Letter Received: _____

Received By: _____

Approved By: _____

Effective Dates: From _____ through _____.

CVPD File Number: _____

PROPERTY AND CONTRACT INFORMATION.

Property Address:_____ City: _____State: _____ Zip Code: _____

Authorizing Party's Full Name: _____ Title/Capacity: _____

Authorizing Party's Cell Number: _____ Business Hours Phone Number: _____

Authorizing Party's Email Address: _____ Home Telephone Number: _____

Entity/Organization (if applicable): _____ Relationship: _____

Alternate Contact/On-Site Representative (if applicable): _____ Telephone Number: _____

PROPERTY STATUS. (Select all that apply)

The Property is:

- ☐ Closed to the Public at all times
- ☐ Open to the Public only during business hours: _____ to _____
- ☐ Closed to the public between the hours of _____ p.m. and _____ a.m.
- ☐ Contains restricted or nonpublic areas
- ☐ Other (specify): _____

AUTHORIZATION AND REQUEST FOR LAW ENFORCEMENT ASSISTANCE.

This Trespass Authorization and Request for Law Enforcement Assistance (this "Letter") is executed by the above-identified Authorizing Party and hereby authorizes, requests, and empowers the City of Chula Vista ("City"), by and through the Chula Vista Police Department ("CVPD") and its duly sworn peace officers, to enter upon, patrol, and take enforcement action on the property identified above, including all buildings, structures, parking areas, driveways, and common spaces, for the purpose of enforcing trespassing, loitering, and related laws. This authority is granted in accordance with California Penal Code §§ 602(o), 602.1(a), 602.8, 555, 836, and 837, and applicable provisions of the Chula Vista Municipal Code.

The Authorizing Party further acknowledges, agrees, and declares as follows:

1. **Designation of CVPD as Authorized Agent.** The Authorizing Party hereby designates CVPD and its duly sworn peace officers as the Authorizing Party's lawful agents for purposes of making or conveying requests that any person trespassing or loitering on the property leave immediately, and, when appropriate, to complete or accept a Private Person's Arrest pursuant to California Penal Code § 837.

2. **Enforcement Authority.** CVPD officers are authorized to enter upon and enforce trespass, loitering, and related violations on the property at any time the property, or any portion thereof, is closed to the public or designated as nonpublic. Officers are further authorized to issue warnings, admonishments, citations, or make arrests in accordance with applicable state and local law, including for persons who have been previously admonished not to enter or who are found upon posted or restricted-access areas.

3. **Exclusions from Authorization.** This Letter does not apply to individuals present at the invitation of a lawful resident, tenant, or authorized management representative, nor to persons engaged in lawful labor or expressive activity protected by state or federal law.

4. **Cooperation Requirement.** The Authorizing Party agrees to cooperate fully with CVPD in the investigation and prosecution of any offenses occurring on the property pursuant to this Letter. Such cooperation includes, without limitation, providing testimony, appearing in court as a witness when necessary, and assisting in the preparation or execution of related complaints or declarations.

5. **Compliance with Posting and Notice Requirements.** The Authorizing Party affirms that all signage, posting, and notice requirements applicable under California Penal Code § 602.8 and Chapter 19.60 of the Chula Vista Municipal Code are satisfied and will be maintained in full compliance with law for the duration of this Letter.

6. **Scope and Reliance.** This authorization extends to all areas of the identified property that are closed to the public, including common areas, parking areas, alleys, landscaped spaces, and nonpublic portions of buildings. CVPD and its officers may rely upon this Letter in good faith as the continuing written authorization and request of the Authorizing Party, unless and until revoked in writing.

7. **No Employment or Agency Relationship.** Nothing in this Agreement, nor the Authorizing Party's attendance at or participation in the Event, shall be construed as creating an employment, special employment, joint venture, or agency relationship between the Authorizing Party and the City or CVPD. Authorizing Party understands and agrees that they are not entitled to any compensation, benefits, or insurance coverage from the City of Chula Vista or CVPD in connection with participation in the Event, including but not limited to workers' compensation, accident benefits, or any other similar coverage.

TERM AND REVOCATION.

This Letter shall remain in effect for a period of twelve (12) months from the date of execution below, unless earlier revoked in writing by the Authorizing Party. Revocation shall be effective upon receipt by CVPD. The City and CVPD may also discontinue reliance on this Letter at any time in their sole discretion.

CITY OF CHULA VISTA
CHULA VISTA POLICE DEPARTMENT

315 Fourth Avenue

WAIVER, RELEASE, AND INDEMNIFICATION.

By voluntarily executing this Letter, and initialing each section below, the undersigned Authorizing Party acknowledges and agrees that they are knowingly requesting the City of Chula Vista ("City"), by and through CVPD to enter upon and enforce trespass and related laws on private property. The Authorizing Party understands such enforcement involves the exercise of law enforcement discretion and assumes responsibility for associated risks as set forth below.

_____ **Waiver and Release.** The Authorizing Party, on behalf of itself and its officers, directors, members, agents, employees, successors, assigns, and insurers, hereby waives, releases, and discharges the City, CVPD, and each of their respective elected and appointed officials, officers, employees, agents, contractors, and volunteers (collectively, the "Released Parties") from any and all claims, demands, damages, losses, liabilities, costs, expenses, or causes of action of any kind, whether known or unknown, arising out of or related to law enforcement entry upon, presence on, or enforcement activity conducted on the property pursuant to this Letter, including but not limited to entry, inspection, warnings, ejections, detentions, citations, or arrests, and including claims arising from the ordinary negligence of the Released Parties, except to the extent caused by the gross negligence or willful misconduct of the Released Parties.

_____ **Civil Code Section 1542 Waiver.** The Authorizing Party expressly waives the protections of California Civil Code §1542, which provides that a general release does not extend to claims that the releasing party does not know or suspect to exist at the time of executing the release. This waiver is intended to apply to all matters released herein to the fullest extent permitted by law.

_____ **Indemnification and Defense.** The Authorizing Party acknowledges and agrees that, to the fullest extent permitted by law, it will be solely responsible for and shall defend, indemnify, and hold harmless the Released Parties from and against all claims, demands, damages, liabilities, judgments, costs, or expenses (including reasonable attorney and expert fees) arising out of or related to this Letter, the condition or use of the property, or the acts or omissions of the Authorizing Party or its agents, representatives, tenants, contractors, or invitees, except to the extent caused by the gross negligence or willful misconduct of the Released Parties. The duty to defend is immediate upon tender and independent of any final determination of liability. This clause is intended to allocate and clarify assumption of risk in connection with the voluntary execution of this Letter and does not create a bilateral contractual obligation.

_____ **No Waiver of Immunities.** Nothing in this Letter shall be construed as a waiver of any immunity, privilege, limitation of liability, or defense available to the City, CVPD, or any of their personnel under the California Government Claims Act or other applicable law.

ACKNOWLEDGEMENT AND EXECUTION

By signing below, the Authorizing Party declares under penalty of perjury under the laws of the State of California that the information provided in this Letter is true and correct, that they have read and understood all provisions contained herein, and that they are voluntarily assuming all risks associated with enforcement activities authorized by this Letter. The Authorizing Party further acknowledges that they are irrevocably waiving any and all rights to hold the Released Parties liable for injuries, damages, or losses, except those arising from the Released Parties' gross negligence or willful misconduct. The Authorizing Party intends that their signature below constitutes a complete and unconditional waiver and release of all liability as described herein, to the fullest extent permitted by law. The Authorizing Party affirms that they have the lawful authority to execute this Letter on behalf of the property interest identified above.

By signing below, the Authorizing Party confirms and accepts all terms set forth in this Letter.

_____	_____	_____
Authorizing Party Printed Name	*Signature*	*Date*

CITY OF CHULA VISTA
CHULA VISTA POLICE DEPARTMENT

315 Fourth Avenue

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
City of Chula Vista or _____

On _____before me, _____, Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

[END OF DOCUMENT]