



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
PRE-DESIGNED PLANS FOR THE CONSTRUCTION OF
AN ACCESSORY DWELLING UNIT

Project Address:

APN(s):

Property Owner(s):

Email:

Phone Number:

I, _____, (the Property Owner) hereby request the use of the City of Davis' Pre-Designed Plans for the Construction of an Accessory Dwelling Unit (the "Plans") at the address indicated above. By using these Plans, I agree to the following conditions, as evidenced by my initials and signature below.

A. I agree, to the fullest extent permitted by law, to release, defend (with counsel of the City of Davis' choosing), indemnify, and hold the City of Davis, its officials, officers, employees, volunteers, agents, and the engineers and/or architects who prepared these Plans (collectively referred to as "City Parties"), free and harmless from any and all claims, demands, causes of action, costs, expenses, attorneys' fees, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to acceptance, review, planning, project financing, selection of contractors or materials, suitability of onsite conditions, job safety or any other use of the Plans. ____

B. I acknowledge that no warranties of any nature, whether express or implied, attach to the Plans or the information contained therein. ____

C. I acknowledge that any use or reuse of the Plans by me or others will be at my risk and full legal responsibility and without any liability or legal exposure to City Parties. ____

D. Any and all alteration of the Plans is prohibited and any such alteration, such as “as built” for electrical changes, of the Plans by Property Owner or by others will be at the Property Owner’s risk and full legal responsibility without any liability or legal exposure to City Parties. If the Property Owner or others perform work that is not consistent with the issued building permit the City may issue a stop work order and require the removal of the work. ____

E. The use of the Plans does not eliminate or reduce my responsibility to verify all information relevant to my work and responsibility on this project. ____

F. I acknowledge that the City of Davis is making these Plans available to the public free of charge and I am under no obligation to use them. I have a right, at my own cost, to have the Plans independently reviewed by a professional of my choosing. ____

G. I agree that this Hold Harmless Agreement is binding on my heirs, executors, administrators, successors, and assigns. In connection with the transfer of an ownership or possessory interest in any new construction or improvements using these Plans, I will notify the transferee of this Hold Harmless Agreement. ____

H. The designs represented by the Plans are copyrighted and are subject to copyright protection. ____

Property Owner(s) Signature: _____

Date: _____