



Planning and Building Agency
 Planning Division
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Pre-Approved Accessory Dwelling Unit (ADU) Hold Harmless Agreement

Property Address: _____

Property Owner's Name: _____ Plan Type (Size & Style): _____

Property Owner's Phone: _____ Email: _____

Assessor Parcel Number: _____ Master ID: _____

By accepting these Pre-Approved Accessory Dwelling Unit (ADU) construction documents, as identified above, Property Owner agrees to release, defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers, agents, and the engineers and/or architects who prepared these construction documents, free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, direct or consequential 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 construction documents.

By using the City of Santa Ana Pre-Approved ADU construction documents, the Property Owner is acknowledging acceptance of the following Conditions:

1. The use of this information is restricted to the original project for which it was prepared for the Pre-Approved ADU Plans for the City of Santa Ana. This does not eliminate or reduce the Property Owner's responsibility to verify any and all information relevant to the Property Owner's work and responsibility on this project. The City of Santa Ana shall not be responsible for translation errors.
2. The Property Owner recognizes and acknowledges that the use of this information will be at their sole risk and without any liability or legal exposure to the City of Santa Ana, its officials, officers, employees, volunteers, agents, and the engineers and/or architects who prepared these construction documents. No warranties of any nature, whether express or implied, shall attach to these documents or the information contained thereon. Any use, reuse, or alteration of these documents by the Property Owner or by others will be at the Property Owner's risk and full legal responsibility. Furthermore, the Property Owner will, to the fullest extent permitted by law, indemnify and hold the City of Santa Ana, its officials, officers, employees, volunteers, agents, and the engineers and/or architects who prepared these construction documents harmless from any and all claims, suits, liability, demands, judgments, or costs arising out of or resulting therefrom on account of any injury, death, damage or loss to persons or property.
3. The designs represented by these plans are copyrighted and are subject to copyright protection.
4. The Property Owner agrees 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.

If the Property Owner does not agree with the above conditions, do not proceed beyond this disclaimer.

Signature of Property Owner

Date

Print Name