



**OVER THE COUNTER ACCESSORY DWELLING UNIT (ADU) PROGRAM
WAIVER, INDEMNITY AND RELEASE AGREEMENT**

Applicant Name: _____ Permit #: BP _____

Project Address: _____ APN: _____

Email: _____ Phone #: _____

Property Owner: _____

Pre-Approved ADU Type: Studio 1-Bedroom 2-bedroom

As lawful consideration for the undersigned's receipt and use of the City of Elk Grove's ("City") pre-approved construction plans ("Plans") for the construction of an Accessory Dwelling Unit ("ADU"), the undersigned agrees to all the terms and conditions set forth in this Waiver, Indemnity and Release Agreement ("Agreement").

1. Construction Pursuant to Plans/Processing Fees. The undersigned agree(s) to comply with all applicable ADU permitting and processing requirements and to be responsible for all costs incurred in connection with the processing of the permit application and appeals, if any. The undersigned further agree(s) to pursue construction of the ADU in good faith and in accordance with the Plans and all applicable local, state and federal laws. The undersigned agree(s) and understand(s) that if there are any modifications made to the Plans, the City reserves the right to require the undersigned to contract with the appropriately licensed design professional to prepare the revisions in accordance with all applicable local, state and federal laws, including but not limited to, California Building Code as adopted by the Elk Grove Municipal Code (EGMC) Title 16.04 The undersigned agree(s) and understand(s) that modifications to the Plans may result in additional design, engineering, plan review, and other fees required due to changes in the building design or submittal documents.
2. Indemnification. To the fullest extent permitted by law, the undersigned agree(s) to indemnify, protect, defend, and hold harmless the City and its elected and appointed officials, officers, agents, employees and volunteers (collectively, "Authorized Persons"), from and against any and all third-party claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of the Plans, construction or design of any structures contemplated by the Plans, or this Agreement, unless such Claims are caused by the sole gross negligence or willful misconduct of the City, as determined by a court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the undersigned and City, the

undersigned shall remain obligated to defend, indemnify, and hold harmless City and the Authorized Persons.

3. Waiver and Release. To the fullest extent permitted by applicable law, the undersigned hereby irrevocably waive(s) all legal and equitable rights against the City and the Authorized Persons relating to all liabilities, claims, demands, actions, suits, damages, and expenses (including, but not limited to, court costs and reasonable attorneys' and expert witness fees) now known or hereafter known in any jurisdiction arising directly or indirectly from the Plans, construction or design of any structures contemplated by the Plans, or this Agreement (collectively, "Claims"), unless such Claims are caused by the sole gross negligence or willful misconduct of the City, as determined by a court of competent jurisdiction. The undersigned further covenant(s) not to make or bring any such Claim against the City or the Authorized Persons, and forever releases and discharges the City and Authorized Persons from liability under such Claims. The releases set forth herein specifically extend to all known as well as unknown claims concerning the subject matter hereof and specifically include a waiver of Section 1542 of the California Civil Code, and any other similar law of the United States or of any other jurisdiction within the United States. Section 1542 of the California Civil Code provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

INITIALS: _____

4. Miscellaneous. The undersigned expressly acknowledge(s) that they have read this Agreement and understand(s) all terms and conditions contained herein. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended by a writing signed by both parties. The undersigned has not relied on any statement, representation, warranty, or agreement of City or of any other person on City's behalf, including any representatives, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. All matters arising out of or relating to the Plans or this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

[Signature Page Follows]

THIS AGREEMENT PROVIDES CITY WITH THE UNDERSIGNED'S ABSOLUTE AND UNCONDITIONAL WAIVER AND RELEASE OF LIABILITY. BY SIGNING, THE UNDERSIGNED ACKNOWLEDGE(S) THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT THEY ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CITY.

Property Owned by Individual(s):

Please attach proof of ownership.

Signature of Owner _____ Date _____

Name of Owner (print) _____

Signature of Owner _____ Date _____

Name of Owner (print) _____

Property Owned by a Trust, LLC, Corporation, Partnership or Other Entity:

Please attach proof of ownership and evidence of the signer's authorization to enter into contracts on behalf of the entity.

The person or persons executing this agreement on behalf of the Property Owner represent and warrant that they have the authority to execute this agreement on behalf of the Property Owner and further represent and warrant that they have the authority to bind the Property Owner to the performance of its obligations hereunder.

Name of Entity _____

Type of Entity _____

Signature _____ Date _____

Name _____

Title _____