



Community and Economic Development Department – Planning Division

**City of Pittsburg California Accessory Dwelling Unit Prototype Plan Set
(Documents) Acknowledgement Indemnification and Release of Liability Form**

1. By using these Documents, the Property Owner and Permittee agree to release the City of Pittsburg, its officials and employees, and the architect, its officers, directors, employees, agents and subconsultants from any and all claims, liabilities, suits, and demands on account of any injury, damage, or loss to persons or property, including injury or death, or economic losses, arising out of the use of the Documents. The use of these Documents does not eliminate or reduce the user's responsibility to verify any and all information.
2. It is understood and agreed by the Property Owner and Permittee that the Documents do not include project observation or review of the contractor's performance or any other construction phase services, and that such services will be provided for by the Property Owner and Permittee. The Property Owner and Permittee assume all responsibility for interpretation of the Documents and for construction and construction observation, and the Property Owner and Permittee waive, to the fullest extent permitted by law, any claims or causes of action of any nature against the architect, its officers, directors, employees, agents and subconsultants, and the City of Pittsburg, its officials and employees (collectively, Indemnitees), which may arise out of or that may be in any way connected thereto. In addition, the Property Owner and Permittee agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Indemnitees against any and all claims, causes of action, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and defense costs (Claims), arising out of or in any way connected with the use of the Documents and the performance of such services by other persons or entities and from any and all Claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Documents to reflect changed field or other conditions.
3. Property Owner and Permittee agree the Documents shall not be used for any purpose other than for applying for permits and building an Accessory Dwelling Unit in the City of Pittsburg, California. Property Owner and Permittee agree not to disclose the Documents to any other person or entity except to (1) their employees or (2) their consultants and contractors whose contracts include similar restrictions on the use of the Documents.
4. Property Owner and Permittee agree that under no circumstances shall delivery of the Documents for use by Property Owner and Permittee be deemed a sale, and the architect and the City of Pittsburg make no warranties, either express or implied, of merchantability and fitness for any particular purpose.

5. Property Owner and Permittee agree the Documents may not be used by anyone other than the Property Owner and Permittee. Any attempted transfer or assignment, with or without consideration is void.

Property Owner (print)

Permittee (print)

Property Owner (signed)

Permittee (signed)

Date

Date

SIGNATURES MUST BE NOTARIZED