



Pre-Approved Accessory Dwelling Unit (ADU) Hold Harmless, Indemnification, and Release Agreement

A completed Hold Harmless, Indemnification, and Release Agreement is required for the use of any Pre-Approved Accessory Dwelling Unit (“ADU”) Plans made available by the City of Claremont (“City”).

This Agreement must be signed by all property owners of record and submitted as part of the plan check package.

Property Address: _____

Property Owner’s Name(s): _____

Phone Number: _____

Email Address: _____

Accessor’s Parcel Number: _____

Date: _____

1. Purpose

This Hold Harmless, Indemnification, and Release Agreement (“Agreement”) is required for the use of any Pre-Approved Accessory Dwelling Unit (ADU) Plans made available by the City. This Agreement must be executed by all legal owner(s) of the subject property (“Property Owner(s)”) and submitted with the Planning ADU Permit application.

2. Acknowledgement

By using the Pre-Approved ADU Plans (“Plans”), the Property Owner(s) acknowledge, agree, and accept that:

- The Plans are construction-ready documents reviewed by the City for general compliance with the California Building Standards Code at the time of pre-approval.
- The City’s pre-approval of the Plans does not relieve the Property Owner(s) from responsibility for ensuring that all site-specific conditions, such as soil stability, setbacks, and utilities, comply with applicable codes and regulations.
- The City makes no representation or warranty as to the suitability of the Plans for any particular property or site condition.
- Use of these Plans is entirely voluntary and at the sole risk of the Property Owner(s).
- The City assumes no liability for errors, omissions, or modifications made by others after Plan approval.

3. Scope and Limitations of Use

- The Plans are provided only for the specific project address and APN identified above.
- The Plans may only be used as provided and pre-approved by the City. Any structural or design modification, addition, or alteration voids the pre-approval and requires a full plan review.
- Minor aesthetic modifications—such as paint color, siding, roofing, or door/window finish—may be permitted if approved by City staff and consistent with applicable design standards.
- The Property Owner(s) are responsible for providing all site-specific documents, including a site plan, grading, drainage, utility layout, and Low Impact Development (LID) plan, if required.
- The City’s pre-approved status applies only to the building design itself; all site plans and engineering conditions remain subject to separate review and approval.
- Any use or reuse of the Plans outside of the approved address is strictly prohibited.

4. Defense, Indemnification, and Hold Harmless

To the fullest extent permitted by law, the Property Owner(s) agree to release, defend (with counsel approved by the City), indemnify, and hold harmless the City of Claremont, its City Council, boards and commissions, officers, employees, volunteers, agents, and consultants, and the engineers, architects, and design professionals who prepared or reviewed the Plans (“Released Parties”) from and against any and all claims, demands, causes of action, suits, losses, damages, liabilities, costs, or expenses (including attorneys’ fees), in law or equity, arising out of or related to:

- The use, reuse, or modification of the Pre-Approved ADU Plans;
- Site conditions, grading, drainage, or utility connections;
- Construction means, methods, materials, or safety practices;
- Selection, supervision, or work of contractors or subcontractors;
- Property damage, personal injury, or death occurring during or after construction;
- Any alleged defect, error, or omission in the Plans or resulting construction; or
- Any failure of the completed ADU to comply with applicable code or performance standards.

These obligations apply regardless of any negligence or alleged negligence of the Released Parties, except to the extent prohibited by California Civil Code §2782.

These obligations shall survive the completion of the project and termination of this Agreement.

5. Design and Construction Review

- The Plans have been pre-approved for general code compliance but remain subject to final site-specific review by the City's Planning, Building & Safety, and Engineering Divisions.
- The City does not verify or approve soils, grading, or foundation conditions. If required, the Property Owner(s) must submit soils and geotechnical reports to verify site suitability.
- All construction must be performed by properly licensed contractors in accordance with the California Building Standards Code and City of Claremont Municipal Code.

6. Assumption of Risk; Disclaimer of Warranty

The Property Owner(s) expressly acknowledge and agree that:

- Use of the Plans is at their sole risk, and the City assumes no liability for resulting construction.
- The City provides the Plans "AS IS" and makes no express or implied warranties, including merchantability, fitness for a particular purpose, or compliance with future code changes.
- Any reliance upon or modification of these Plans by the Property Owner(s) or other is done entirely at their own risk and expense.

7. Copyright and Limited License

The Plans are protected under U.S. copyright law.

The City grants the Property Owner(s) a non-exclusive, non-transferable license to use the Plans solely for one (1) ADU at the property identified above.

Duplication, resale, reproduction, or use for any other address or project without written authorization from the City constitutes copyright infringement and may result in civil or criminal penalties.

8. No Third-Party Beneficiaries

There are no intended third-party beneficiaries of this Agreement. The City assumes no responsibility or duty of care toward any contract, design professional, lender, or other person or entity using or relying on the Plans.

9. Binding Effect; Transfer of Interest

This Agreement shall be binding upon and inure to the benefit of the Property Owner(s) and their heirs, executors, administrators, successors, and assigns.

If ownership of the subject property changes prior to completion of construction, the new owner must execute a new Agreement prior to continuing work.

10. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue for any dispute in the Superior Court of California, County of Los Angeles.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the use of the Pre-Approved ADU Plans.

No amendment or modification shall be effective unless made in writing and approved by the City and Property Owner(s).

Acknowledgement and Execution

By signing below, the Property Owner(s) affirm that they have read, understood, and voluntarily agree to all terms and conditions contained herein.

Failure to execute this Agreement will prohibit the use of any Pre-Approved ADU Plan made available by the City of Claremont.

_____	_____	_____
Name of Property Owner	Property Owner Signature	Date
_____	_____	_____
Name of Property Owner	Property Owner Signature	Date
_____	_____	_____
Name of Property Owner	Property Owner Signature	Date
_____	_____	_____
Name of Property Owner	Property Owner Signature	Date