



*“Gateway to the Santa Monica Mountains National Recreation Area”*

**HOLD HARMLESS & INDEMNIFICATION AGREEMENT  
PRE-APPROVED ACCESSORY DWELLING UNIT (ADU)  
CONSTRUCTION DOCUMENTS**

**Property Owner’s Name:** \_\_\_\_\_ **Permit No.:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_ **ADU Type:** \_\_\_\_\_

\_\_\_\_\_ **APN:** \_\_\_\_\_

By accepting the City of Agoura Hills (“City”) Pre-Approved Accessory Dwelling Unit (“ADU”) construction documents (“Pre-Approved Documents”), 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 Pre-Approved Documents, Property Owner hereby acknowledges and accepts the following:

1. The use of the Pre-Approved Documents is restricted to the original project for which it was prepared. This does not eliminate or reduce Property Owner’s responsibility to verify any and all information relevant to Property Owner’s work and responsibility on this project. City shall not be responsible for translation (or other) errors.
  
2. 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 City, 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 Property Owner or by others will be at Property Owner’s risk and full legal responsibility. Furthermore, Property Owner will, to the fullest extent permitted by law, indemnify and hold the City, 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 the Pre-Approved Documents are copyrighted and are subject to copyright protection.
4. Property Owner agrees that this Agreement is binding on all heirs, executors, administrators, successors, and assigns. In connection with the transfer of an ownership or possessory interest in any construction or improvements using the Pre-Approved Documents, I will notify the transferee of this Agreement.
5. If Property Owner does not agree with the above conditions, do not proceed beyond this disclaimer.

\_\_\_\_\_  
(Name of property owner)

\_\_\_\_\_  
(Address of property owner)

\_\_\_\_\_  
(Signature of property owner)

\_\_\_\_\_  
(Date)