

**PRE-APPROVED ACCESSORY DWELLING UNIT (ADU)
HOLD HARMLESS AGREEMENT**

THIS PRE-APPROVED ACCESSORY DWELLING UNIT (ADU) HOLD HARMLESS AGREEMENT (“Hold Harmless Agreement” or “Agreement”) is made this _____ day of _____, 2025, by _____ (“Property Owner”) in favor of the City of Perris, a California municipal corporation (“City”).

RECITALS

A. The Property Owner is the owner of that certain real property located at _____ (APN No. _____), within the City of Perris, County of Riverside, State of California (the “Property”).

B. The Property Owner requests use of the [ENTER PRE-APPROVED ADU PLAN NAME], a Pre-Approved Accessory Dwelling Unit (ADU) Plan, and any and all related construction or other documents of the City (the “ADU Plan”), in “as-is” condition from the City.

C. The Property Owner intends to use the ADU Plan solely for the construction of an ADU on their Property.

AGREEMENT

NOW THEREFORE, in accordance with the recitals set forth above and as consideration for being permitted to use the City of Perris Pre-Approved ADU Plan, and by accepting or using the ADU Plan, the Property Owner is agreeing to and acknowledging acceptance of the following terms and conditions:

1. **Recitals.** The Recitals set forth above are true and correct, and incorporated herein by this reference.

2. **Use of ADU Plan.** The Property Owner agrees to pursue construction of the ADU in good faith and in accordance with the ADU Plan without modifications to the greatest extent possible. 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 is not responsible for translation errors.

3. **Release; Indemnification.** Use of the ADU Plan is at the Property Owner’s sole risk and without any liability or legal exposure to the City, its elected and appointed officers, officials, agents, or employees, nor to the engineers and/or architects who prepared the ADU Plan or any public agency that approved or maintained plans, documents or materials from which the ADU Plan originated or was based, modified or adapted. Property Owner agrees to release, defend, indemnify and hold harmless the City, its elected and appointed officers, officials, agents, and employees, the engineers and/or architects who prepared the ADU Plan or any portion thereof, and any public agency that approved or maintained plans, documents or materials from which the ADU Plan originated or was based, modified or adapted, and each of them, from and against any claims, actions, proceedings, demands, causes of action, costs,

fees (including attorneys' fees), expenses, liabilities, losses, penalties, errors, omissions, forfeitures, direct or consequential damages 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 ADU Plan.

4. **Copyright.** The designs represented by the ADU Plan are copyrighted and are subject to copyright protection. The City hereby grants to the Property Owner the right to use this copyrighted material solely for the purpose of constructing an ADU at the Property Address and APN listed above.

5. **Successors and Assigns.** This Hold Harmless Agreement is binding on the Property Owner's heirs, executors, administrators, successors, and assigns.

6. **Modifications.** If there are any modifications made to the ADU Plans due to field conditions, owner preferences, or to other causes, the City reserves the right to require the Property Owner to contract with the appropriately licensed professional to prepare and submit revisions in accordance with applicable construction codes at its own cost. Modifications to the ADU Plans may result in additional permit review, inspection, and/or fees required due to changes in the building design or submittal documents.

7. **Severability.** The Property Owner further expressly agrees that the foregoing is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

8. **Voluntary Agreement.** The Property Owner has read, understands, had an opportunity to confer with their attorney, and voluntarily signs this Hold Harmless Agreement, and further acknowledges and agrees that no verbal representation, statements or inducements apart from the foregoing written agreement have been made.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Property Owner has caused this Hold Harmless Agreement to be executed the date first written above.

PROPERTY OWNER:

Signature of Property Owner

Date

Print Name

Property Owner's Phone: _____

Email: _____