

**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 _____, 20__, by _____ (“Property Owner”), in favor of the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”).

Property Address: _____
Property Owner’s Name: _____ Plan Type (Size & Style): _____
Property Owner’s Phone: _____ Email: _____
Assessor Parcel Number: _____ Master ID: _____

RECITALS

A. The Property Owner is the owner of that certain real property located at _____ (APN No. XX-XXXX-XXXXXX), within the City of Riverside, County of Riverside, State of California (“Property”). The Property is more particularly described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference.

B. The Property Owner has applied to the City for certain development approvals for the Property under Planning Case No. [XX-XXXX-XXXXXX], consisting of [**PROJECT DESCRIPTION**], (“Project”).

C. The City has provided Property Owner with [**DESCRIBE THE CONTRACT DOCS**] (the “ADU Plan”).

D. By accepting these Pre-Approved Accessory Dwelling Unit (ADU) construction documents, as identified above, the Property Owner agrees to release, defend, indemnify and hold harmless the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council, and the engineers and/or architects who prepared these construction documents from any 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.

NOW THEREFORE, in accordance with the recitals set forth above and as consideration for the Property Owner’s use of the City of Riverside Pre-Approved ADU construction documents, the Property Owner is acknowledging acceptance of the following conditions:

1. The parties agree that the Recitals constitute the factual basis upon which the City and the Applicant have entered into this Agreement. The City and the Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. The use of this information is restricted to the original project for which it was prepared for the pre-approved ADU Plan for the City of Riverside. 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 of Riverside shall not be responsible for translation errors.

3. The 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 the City of Riverside, its agents, officers, council members, employees, boards, commissions and their members and the City Council 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 the Property Owner or by others will be at the Property Owner's risk and full legal responsibility. Furthermore, the Property Owner will, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council who prepared these construction documents 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.

4. The designs represented by the ADU Plan are copyrighted and are subject to copyright protection.

5. The Property Owner agrees that this Hold Harmless Agreement is binding on their heirs, executors, administrators, successors, and assigns. In connection with the transfer of an ownership or possessory interest in any new construction or improvements using these plans, the Property Owner will notify the transferee of this Hold Harmless Agreement.

6. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

[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

APPROVED AS TO FORM:

By: _____
Deputy City Attorney



ADU EXPRESS ELIGIBILITY FORM

Riverside has developed a new program called ADU Express which expedites the Accessory Dwelling Unit (ADU) approval process. ADU Express allows homeowners to select one of the city pre-approved detached ADU plans and then enter into an accelerated review. ADU Express is only available for certain qualified single-family properties.

To determine if your property is eligible for the program, please complete, sign, and submit this form to the Planning Division. Planning staff will review and determine if the property is eligible to begin the process. The approval of this form does not guarantee eligibility. This form is a pre-check authorization and eligibility will be confirmed during the first ADU Express visit. Please contact the Planning Division at (951) 826-5800 with any questions.

PROPERTY INFORMATION		
Project Address: <i>(Verified in City)</i>	APN:	Date:
<p>To utilize Riverside's Pre-Approved ADU Plans, your property must meet the following requirements:</p> <p>Project site is developed or proposed to be developed with a single-family dwelling unit YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Project site is not located in a flood zone YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Project site must not be located in a Cultural Resources Overlay Zone YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Project site is not located in a very high fire hazard severity fire zone, per RMC Section 16.32.365 YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Project site must meet grading exemption requirements, per Land Development YES <input type="checkbox"/> NO <input type="checkbox"/></p>		
<p>Select a city approved floor plan:</p> <p><input type="checkbox"/> Single-story, 746 SF ADU with 1 bedroom, 1 bathroom <input type="checkbox"/> Single-story, 1,020 SF ADU with 2 bedrooms, 2 bathrooms</p> <p><input type="checkbox"/> Single-story, 800 SF ADU with 2 bedrooms, 2 bathrooms <input type="checkbox"/> Single-story, 1,200 SF ADU with 3 bedrooms, 2 bathrooms</p> <p>Elevation Style: <input type="checkbox"/> Craftsman <input type="checkbox"/> Ranch <input type="checkbox"/> Spanish</p>		
APPLICANT INFORMATION		
Applicant Name:		
Phone Number:	Email:	
<p>What is your relation to the Project?</p> <p><input type="checkbox"/> Authorized Agent <input type="checkbox"/> Design Professional <input type="checkbox"/> Contractor <input type="checkbox"/> Property Owner <input type="checkbox"/> Tenant</p>		
<p><i>By signing below, you state that you have answered the questions above to the best of your knowledge.</i></p> <p>Applicant Signature:</p>		
STAFF USE ONLY		
Planner:	Date:	Zoning:
Comments:		
Ready to schedule the first ADU Express appointment		YES <input type="checkbox"/> NO <input type="checkbox"/>
Planner Signature:	Date:	