



**Pre-Approved Accessory Dwelling Unit Plan  
Hold Harmless Agreement**

A completed Hold Harmless Agreement is required for use of any of the Pre-Approved Accessory Dwelling Unit (ADU) Plans offered by the City of West Hollywood. This Agreement must be signed and completed by the property owner(s) and must be included as part of the plan check submittal.

**PROJECT INFORMATION**

Project Address:  _____	
Property Owner's Name:  _____	Plan Type (Size & Style):  _____
Property Owner's Phone:  _____	Email:  _____
APN:  _____	

**TERMS AND CONDITIONS**

By utilizing the City of West Hollywood's (City) Pre-Approved ADU Plan, as identified above, the Property Owner(s) 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, and their officers, directors, owners, and employees, 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 City's Pre-Approved ADU Plan, the Property Owner is acknowledging acceptance of the following Conditions:

**1. Scope and Limitations of Use**

The use of this information is restricted to the original project for which it was intended, specifically the Pre-Approved ADU Plans for the City of West Hollywood. This does not eliminate

or diminish the Property Owner's duty to verify all pertinent information relating to the Property Owner's work and responsibility on this Project. The City of West Hollywood is not responsible for translation or interpretation errors. Any use of the ADU Plans is subject to the terms, conditions, disclaimers, and limitations set forth on the ADU Plans.

## **2. Downloading and Using ADU Plan**

By downloading or otherwise taking a copy of the Pre-Approved ADU Plan, the recipient of the ADU Plan hereby agrees as follows:

2.1 The ADU Plan includes only schematic design drawings for illustrative purposes and to convey the concept and vision for the Project. The ADU Plans require further development – including, for examples only, additional dimensioning, additional details, as well as analysis of applicable codes, laws, regulations, and circumstances. The ADU Plan is not intended for construction, and it shall not be used for construction or relied upon in its current form. The ADU Plan is preliminary and is issued without any representation or warranty of any kind (express or implied). Any use of the ADU Plan requires the engagement of a licensed architect or engineer to further develop, analyze, approve, and assume responsibility of the plans prior to construction.

2.2 Evaluation of soils and site conditions are required to determine the suitability of the ADU Plan in connection with any project location.

2.3 By using the ADU Plan without retaining a licensed design professional to review, develop, stamp, and assume responsibility for the ADU Plan, and without complying with all other notes on the ADU Plan, the Property Owner (s) does so at their sole risk. Any user of the ADU Plan hereby releases City of West Hollywood (including its officials, officers, employees, volunteers, agents), and the engineers and/or architects who prepared the Plans (and their officers, directors, owners, and employees) from all claims and damages of any nature, under all theories of law, including negligence. By using the ADU Plan, any user of the ADU Plan agrees to defend, indemnify, and hold harmless the City of West Hollywood (including its officials, officers, employees, volunteers, agents), and the engineers and/or architects who prepared the Plans (and their officers, directors, owners, and employees) 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, this documentation.

2.4 No version of the ADU Plan shall be utilized without obtaining permits from the City.

## **3. Modification and Pre-Approval Status**

Any modifications made to the City's Pre-Approved ADU plans will void the pre-approval status. Such modifications must undergo a full plan review to ensure compliance with all applicable building codes and regulations. The property owner must submit revised documents prepared by a licensed professional to the City's Building & Safety Division for approval prior to commencing work.

## **4. Design and Construction Review**

All designs, whether based on the City's Pre-Approved ADU plans or modified versions, are subject to review by the Building & Safety Division. This ensures compliance with code requirements, considering site-specific factors that may affect the safety and viability of the construction project. Property owners must account for this review process and incorporate any necessary adjustments for compliance.

## **5. Assumption of Risk and Indemnification**

The Property Owner(s) recognizes and accepts that the use of this information is at their sole risk and without any liability or legal exposure to the City of West Hollywood, including its officials, officers, employees, volunteers, agents, and the engineers and/or architects who prepared these design documents, and their officers, directors, owners, and employees. There are no warranties, express or implied, attached to these documents or their content. Any use, reuse, or modification of these documents by the Property Owner(s) or by others is at the Property Owner's risk and full legal responsibility. To the maximum extent permitted by law, the Property Owner(s) agrees to indemnify, defend, and hold harmless the City of West Hollywood, its officials, officers, employees, volunteers, agents, and the engineers and/or architects who prepared these documents, and their officers, directors, owners, and employees, from any and all claims, suits, liabilities, demands, judgments, or costs, including attorney's fees, arising out of or resulting from any injury, death, or loss to persons or property.

## **6. Copyright and Limited License**

The designs represented by these plans are copyrighted and protected under copyright law. The City grants the Property Owner(s) a limited, non-transferable license to use this copyrighted material solely for the Project Address and APN listed above.

## **7. Binding Agreement**

This Agreement is binding upon the Property Owner(s) and 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, Property Owner(s) shall notify the transferee of this Hold Harmless Agreement and notify the transferees that it is the intent of the parties for the transferees to be bound by the terms of this agreement.

## **8. Severability**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable. Any invalid term shall be modified to make each term herein enforceable to the greatest extent not prohibited by law and to give maximum effect to the parties' intent.

## **9. Governing Law and Venue**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the laws of the State of California. Any

legal proceedings arising out of or relating to this Agreement shall be brought in Los Angeles County, California.

If the Property Owner does not agree with the above conditions, they cannot proceed with the use of the City of West Hollywood's Pre-Approved ADU Plans.

Date: <hr/>	Signature of Property Owner <hr/>
	Name of Property Owner <hr/>