



KINGS COUNTY COMMUNITY DEVELOPMENT AGENCY

Web Site: <http://www.countyofkings.com/departments/community-development-agency>

Disclaimer and Indemnity Agreement for Use of Pre-Approved ADU Building Plans

Project Address: _____ APN: _____

Applicant Name: _____ Phone No.: _____

Email: _____ Plan Type: _____

This agreement outlines the terms and conditions for the use of pre-approved Accessory Dwelling Unit ("ADU") building plans by the undersigned property owner(s) ("Owner") made available to the public in accordance with Assembly Bill No. 1332. Owner acknowledges that the Architect, Engineer, or Draftsperson of pre-approved ADU plans made available by the County of Kings ("County") retains all rights, titles, and interests in such plans.

Owner agrees to use the pre-approved ADU building plans in accordance with this agreement. Owner has the right to independently review the ADU building plans at their own cost. Owner agrees to pursue ADU construction in good faith and in accordance with the pre-approved ADU building plans without modifications, unless otherwise agreed upon in writing with the County. Owner understands that modifications may require professional revisions, additional permit reviews, and potentially increased fees.

Owner understands that some pre-approved building plans may require additional documentation which may include but are not limited to a site plan, truss calculations, mechanical plan, plumbing plan, Title 24 energy documentation, solar plans, and fire sprinkler plans. Owner acknowledges that if such documentation is required by the County, it is Owner's sole responsibility to supply said documentation at Owner's expense.

The pre-approved ADU building plans are provided "as is" with no warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, or functionality. The County assume no responsibility for any issues resulting from the use or construction of the ADU based on these plans. The County may change the pre-approved ADU building plans at any time without notice.

The County is not liable for any losses, damages, or expenses incurred by Owner due to the use of these plans. This includes, but is not limited to, lost profits, business interruptions, and any special, incidental, indirect, or consequential damages. Owner's sole remedy for any issues with the pre-approved ADU building plans is to cease using them.

Owner agrees to indemnify and hold harmless the County, its officers, employees, agents, and volunteers from any and all claims, liabilities, suits, and demands arising from the use of these plans, including injuries, property damage, and economic losses. This includes, but is not limited to, legal fees, court costs, and any other expenses incurred by the County in defending or settling such claims.



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Owner acknowledges and agrees that modifications to the pre-approved ADU building plans may result in full plan review, increased costs, and longer review times. This agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. Owner has read, understood, and agrees to all the terms and conditions of this agreement.

By signing below, Owner acknowledges and agrees to be bound by the terms and conditions of this Disclaimer and Indemnity Agreement.

Owner Signature

Owner Signature

Date

Owner Name (print)

Owner Name (print)

Date