



ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS, AUTHORIZATION AND INDEMNIFICATION

Please read each of the following declarations carefully before signing.

1. I understand and accept that my ADU/JADU application will not be accepted by the City of Westminster, until such time as I have provided all submittal requirements listed in the City's application submittal requirements and until I have demonstrated to the satisfaction of the City that my proposal is in compliance with the City's development standards; and
2. I understand and accept that if my ADU/JADU application also includes other proposed improvements, such as a room addition or other changes, then the 60 day review period as indicated in Government Code Section 65852.2 shall be null and void as the provision of Government Code Section 65852.2 apply only to an ADU/JADU; and
3. I understand, accept, take full responsibility and hold the City to be harmless in the event that the City of Westminster determines that during the plan check process, alterations, revisions, changes and/or modifications are required to any aspect of project; the City may remove, suspend, or place on hold my submittal from the building permit plan check process and any delay of time and any cost associated with any alteration, revision, change and/or modification shall not be the responsibility and liability of the City; and
4. I understand and accept that in the event that the plans and documents submitted to the City are found by the City to contain false, incorrect, or inaccurate information, then the City has the right and authority to terminate the building permit plan check process; and
5. I understand that I must fully disclose and identify the existence of any construction on the subject property that was completed without proper City permits on the plans, and the manner in which the unpermitted construction will be resolved prior to issuance of permits for an ADU and/or JADU.

PROPERTY OWNER ACKNOWLEDGEMENT, AUTHORIZATION AND INDEMNIFICATION

I declare that I am the legal owner of record of the land specified in the attached application. As the owner, I hereby affirm under penalty of perjury that the foregoing statements, facts and attachments are true and correct. Further, I declare that I fully understand and authorize all actions proposed within this application, and authorize the foregoing applicant or agent, licensed architect/designer, and contractor identified in this attached application to act on my behalf on all matters relating to said application, including negotiations, discussions, and communications with staff from the City of Westminster. I understand, agree with and will abide with each of the declarations listed on the prior page. This authorization shall remain valid until invalidated in writing. In accordance with Government Code Section 65105, I further acknowledge that in the performance of their functions, building and planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof. Furthermore, I hereby agree to indemnify, defend, and hold harmless the City from any claims, demands, liabilities, losses, causes of action of any nature whatsoever arising out of or in connection with the ADU and/or JADU application or any part thereof, from and against all cost, fees, expenses, claims, liabilities, orders, judgments, or decrees which may be entered, and from against all cost for attorney's fees, expenses and liabilities incurred in the defense of such claim or in the investigation thereof.

X X Date of Signature
Property Owner Name (Print) Property Owner Signature

ARCHITECT/DESIGNER ACKNOWLEDGEMENT, AUTHORIZATION AND INDEMNIFICATION

I declare that I fully understand, agree with and will abide with each of the declarations listed on the prior page, and I understand and accept that if inaccurate and/or incomplete information is submitted to the City for review and it is subsequently discovered the design of the ADU and/or JADU is/are affected by the inaccurate or incomplete information, then the City has the complete and sole discretion to take any and all necessary actions to rectify the error. Furthermore, I hereby agree to indemnify, defend, and hold harmless the City from any claims, demands, liabilities, losses, causes of action of any nature whatsoever arising out of or in connection with the ADU and/or JADU application or any part thereof, from and against all cost, fees, expenses, claims, liabilities, orders, judgments, or decrees which may be entered, and from against all cost for attorney's fees, expenses and liabilities incurred in the defense of such claim or in the investigation thereof.

X X Date of Signature
Architect/Designer Name (Print) Architect/Designer Signature

APPLICANT ACKNOWLEDGEMENT, AUTHORIZATION AND INDEMNIFICATION

I declare that I fully understand and accept that if inaccurate and/or incomplete information is submitted to the City for review and it is subsequently discovered the design of the ADU and/or JADU is/are affected by the inaccurate or incomplete information, then the City has the complete and sole discretion to take any and all necessary actions to rectify the error. Furthermore, I hereby agree to indemnify, defend, and hold harmless the City from any claims, demands, liabilities, losses, causes of action of any nature whatsoever arising out of or in connection with the ADU and/or JADU application or any part thereof, from and against all cost, fees, expenses, claims, liabilities, orders, judgments, or decrees which may be entered, and from against all cost for attorney's fees, expenses and liabilities incurred in the defense of such claim or in the investigation thereof.

X X Date of Signature
Applicant Name (Print) Applicant Signature