

Pre-Reviewed Detached Accessory Dwelling Unit (ADU) Plans

Liability Waiver



Project Address: _____

In consideration of using the City of Foster City's pre-approved accessory dwelling unit construction documents "ADU Plans", the applicant, and property owner if different than applicant, hereby agree to the following:

You Must Initial Each Item

1. _____ Use of the ADU Plans is at your own risk. The City makes no promise and gives no guaranty or warranty regarding the accuracy, completeness, reliability, or functionality of the ADU Plans, or of the ADU identified within the plans. The City does not assume responsibility for any impact that the use of the ADU Plans, or that construction of an ADU pursuant to the ADU Plans may have on your or any third party's site, existing buildings, or personal safety. The City does not promise that the ADU Plans are free from defects, whether in design or construction.
2. _____ The City may add new ADU Plans at any time in its sole discretion; however, the City does not warrant the ADU Plans to meet any future building or code requirements of any kind or that the ADU Plans meet any site-specific criteria. The applicant is solely responsible for ensuring that the proposed project, including the ADU Plans meet all local or state laws for the specific project that will be undertaken.
3. _____ During construction of the ADU when City Building Inspectors perform inspections on site, they may require minor deviations/corrections from the plans where necessary in order to meet applicable local or state law.
4. _____ The City is not responsible for any deviations from these ADU Plans during construction or for the additional cost of these deviations, even if such deviations are "passed" during inspection by the City Building Inspector.
5. _____ The ADU Plans and any associated documentation are made available "As Is," without any warranty of any kind, whether express or implied. There is no warranty that the ADU Plans or documentation will meet your expectations or requirements, or that use of the ADU Plans will be error-free, or that the ADU Plans will work as described in the documentation. The City hereby disclaims any and all express or implied warranties, including without limitation, any warranty of merchantability, fitness for a particular purpose, title, or infringement. In no event will the City have any liability to you or to any other party for any losses or damages you may suffer directly or indirectly, or for any expense or costs you may incur in connection with the use of the ADU Plans. The City shall have no liability to you or any other party for lost profits, business interruption, time, money, goodwill, and any special, incidental, indirect or consequential damages, whether in contract, tort, strict liability or otherwise, arising out of the use or inability to use the ADU Plans, even if you have advised the City of the possibility of such loss or damages. Your sole and exclusive remedy shall be to stop use of the ADU Plans.
6. _____ The applicant, and property owner if different than the applicant, hereby assumes full responsibility for, and all risks associated with the use of the ADU Plans.

7. _____ The applicant, and property owner if different than the applicant, agree(s) to indemnify, defend (with counsel of City's choosing), release and hold harmless the City from any and all claims, liabilities, suits, and demands on account of any injury, damage, or loss to persons or property, including injury or death, or economic losses, arising out of the use of these construction documents or demands of every character occurring or in any way incident to, in connection with, or arising directly or indirectly out of the use or reliance of the ADU Plans. The undersigned agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole of expense of the undersigned. The undersigned agrees to bear all costs and expenses related thereto, even if the claim is groundless, false, or fraudulent.
8. _____ The applicant, and property owner if different than the applicant, agree to pursue construction of the ADU in good faith and comply with all federal, state, and local laws and regulations.
9. _____ The applicant, and property owner if different than the applicant, further expressly agree(s) 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, it is agreed that the balance shall continue in full legal force and effect. The undersigned has read, had an opportunity to confer with their attorney and voluntarily signs this release and waiver of liability agreement, and further agrees that no verbal representation, statements, or inducements apart from the foregoing written agreement have been made. By signature below, I/we, the undersigned agree to the above terms and conditions.

Applicant Name _____

Signature _____ Date _____

Owner Name (if different than applicant) _____

Signature _____ Date _____