

City of Oakland - One-Stop Permit Center Contractor User Agreement

Submit this signed agreement as part of your Online Permit Center registration:

Upload a copy of your completed, signed Agreement, Contractors License, Business License, and Copy of Valid ID at:

Online Permit Center

Have questions about your online account? Please contact:

OakDOT: <u>DOTOnlinePermits@oaklandca.gov</u> OR Planning & Building: <u>PBDAccelaRegistration@oaklandca.gov</u>

Contractor's Name (first and last):		
Business Name (if applicable):		
California State Contractor's License Number:	Expiration Date:	
Business Tax Number:	Expiration Date:	
Business Address:		
City, State, Zip:		
Business Phone (with area code):		
Email Address (This will be your "Authorized Email Address"):		

Authorized Agents

The people below are authorized to act as my agents with full signature authority in the City's online Permitting Process. I understand that it is my responsibility to notify the City in writing when these agents are no longer employed by me so their ability to pull electronic permits on my behalf will be disabled.

Each Agent must:

- 1) Complete and submit a signed, copy of this Online Permitting Contractor User Agreement Form, Contractors License and Business Tax.
- 2) Submit a copy of the Agent's Driver's License/CA I.D card

Agent's Name	Agent's Email Address	Agent's Phone	Agent's Signature

Contractor Agreement

In addition to in-person permitting and application processing, electronically submitting building permit applications, paying related fees, and issuing permits electronically ("Electronic Permit Service") is available at the City of Oakland Permit Center.

By submitting this agreement, I, the undersigned applicant, agree to the following terms and conditions of the Electronic Permit Service described herein.

- 1. Indemnification. I hereby agree, to the maximum extent permitted by law, to defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the City of Oakland Redevelopment Agency, the City of Oakland Redevelopment Successor Agency, the Oakland City Planning Commission and their respective agents, officers, volunteers, and employees (collectively called "City") from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul any permit issued under the Electronic Permit Service, or arising out of or in any way related to any permit issued using the Electronic Permit Service or the use or occupancy of the public right-of-way, public easement, or any sidewalk, street or sub-sidewalk or otherwise by virtue thereof, and will in all things strictly comply with the conditions under which any permit is granted, regardless of negligence of the City. The City may elect, in its sole discretion, to participate in the defense of said Action and the applicant shall reimburse the City for its reasonable legal costs and attorneys' fees. This Indemnification section shall survive termination, extinguishment or invalidation of the permit. I further certify that I am the owner of the property involved in any permit issued or that I am fully authorized by the owner to access the property and perform the work authorized by any permit issued.
- 2. Modification and Termination of Service. At any time, City or applicant, at its sole discretion, may discontinue its use of the Electronic Permit Service. At any time, City, at its sole discretion, also may terminate the undersigned applicant's account and require the applicant to submit all future building permit applications in person or by mail. City shall not be liable to the undersigned applicant or any third party for any modification to or discontinuance of the Electronic Permit Service. Upon termination of the undersigned applicant's account, all information retained in that account will be deleted.
- 3. Applicant Conduct. The undersigned applicant shall comply with this Agreement and all local, state, and federal laws and regulations while using the Electronic Permit Service. The undersigned applicant shall not: (a) interfere with the use and enjoyment of the Electronic Permit Service by other users; (b) impersonate any person or entity or misrepresent its affiliation with a person or entity; (c) permit any third-party to access the applicant's Electronic Permit Service account using the applicant's identification(s) and password(s). The applicant shall notify the City immediately upon determining that the applicant's account was accessed by a third-party.

I understand that my actions to submit electronic permit applications will serve as my electronic signature on the application(s) as provided for under California Civil Code 1633.1-1633.17 - Electronic Transactions.

I hereby affirm that I am licensed under provisions of Chapter 9 (Commencing with Sec. 7000) of Division 3 of the California Business and Professionals Code, and my licenses are in full force and effect.

I hereby affirm that the intended occupancy for any permit issued WILL NOT use, handle or store any hazardous, or acutely hazardous, materials as referenced in Sections 25505, 25533, and 25534 of the California Health and Safety Code.

I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of the City to enter upon any property for which a permit is issued for inspection purposes.

I certify that no activities related to any issued permit, including storage/use of materials will take place within the public-right-of-way and dust control measures will be used throughout all phases of construction.

I agree to maintain a valid Business Tax License with the City of Oakland for each permit application.

Under penalty of perjury under the laws of the State of California I hereby certify that I have read this document; that the above information is correct; and that I have truthfully affirmed all applicable declarations contained in this document and agree to the terms and conditions described therein.

Contractor/Applicant:			Date:	
•	(Print)	(Sign)		