

City of Oakland - Bureau of Building Owner-Builder User Agreement

Please complete, sign, and submit this agreement:

- 1) E-mail a copy of the completed, signed agreement, permit addendum, proof of ownership (grant deed), Valid ID to: pbdaccelaregistration@oaklandca.gov
- 2) Mail or deliver the original completed signed Agreement and copy of Driver's License or State Identification to:

**City of Oakland - Bureau of Building
Attn: Online Permitting Registration
250 Frank H. Ogawa Plaza
Suite 2340, Oakland, CA 94612**

**BUSINESS HOURS: M/T/Th/Fri 8:00 am - 4:00 pm, Wed 9:30 am -
4:00pm Telephone: 510-238-3891**

Applicant's Name (first and last): _____

Applicant's Address: _____

Applicant's City, State, Zip: _____

Property Address: _____

Property City, State, Zip: _____

Phone with Area Code: _____

Email Address (this will be your "Authorized Email Address"): _____

Owner-Builder / Applicant 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 – Bureau of Building.

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 from 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.

4. Owner-Builder Permit Addendum. Applicant shall complete and submit to City an **Owner-Builder Permit Addendum** for each building permit for which an application is submitted.

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 under penalty of perjury that I am exempt from the Contractors' State License Law under Section of the California Business and Professions Code for one of the reasons listed below and that any violation of Section 7031.5 by any permit applicant subjects the applicant to a civil penalty of not more than five hundred dollars (\$500):

- I, as owner of the property, or my employees with wages as their sole compensation, will do all of or portions of the work, and the structure is not intended or offered for sale. Pursuant to section 7044 of the California Business and Professions Code, if the building or improvement is sold within one year of completion, I will have the burden of proving it was not built or improved for the purpose of sale.
- I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project and those contractors will maintain a current Business Tax License with the City.

I understand that a copy of the applicable law, Section 7044 of the California Business and Professions Code, is available upon request when an application is submitted or at the following Web site: <http://www.leginfo.legislature.ca.gov/faces/codes.xhtml>.

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.

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.

Signature of Owner-Builder/Applicant _____ Date _____