



CITY OF PALM DESERT

Building & Safety Department

73-510 Fred Waring, Palm Desert, CA (760) 776-6420

HOLD HARMLESS AGREEMENT REGARDING SUBSTITUTE CONTRACTOR

THIS HOLD HARMLESS AGREEMENT is entered into this _____ day of _____, _____ by and between the CITY OF PALM DESERT (hereinafter referred to as "City") and _____ (hereinafter referred to as "Owner"), and is made with respect to the following facts:

- A. Owner owns that real property located at _____ (Street address and/or legal description), located in the City of Palm Desert, California; and
- B. That Owner's prior contractor, _____, pulled a building permit (Project No./Building Permit No. _____) from the City to construct a _____ at the real property described in paragraph A above; and
- C. The Owner has now advised the City that the contractor that pulled the building permit, for the job described in Paragraph B, has been dismissed or terminated from the job at Owner's request; and
- D. Owner advises that owner desires to retain a new contractor in place of the former contractor; and
- E. Owner desires the City to update existing permit to reflect Owner's new contractor,

NOW, THEREFORE, City and Owner agree as follows:

1. The City will re-issue the existing permit with the new contractor specified by the Owner with respect to the property referred to in paragraph A above.
2. Owner agrees to and shall hold City, its officers, agents, employees, attorneys and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage, which may arise from or relate to the issuance of the updated building permit for the subject real property. Owner further agrees to and shall defend the City, and its officers, agents, employees and representatives from actions for damages caused or alleged to have been caused by reason of the issuance of the updated building permit for the subject real property, including the payment of all costs and attorneys' fees with respect to such defense.
3. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, assigns, officers, agents, employees, attorneys and representatives of the respective parties hereto. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs. This Agreement is made in and shall be governed under the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

(Owner) Print Name

Signature

Date

City Approval

Date

08/18/2020