

Hold Harmless Agreement Regarding Usage of Pre-Approved Plans For The Construction Of An Accessory Dwelling Unit

Project Address: _____

Parcel ID(s): _____

Property Owner(s): _____

Email: _____ Phone Number: _____

I, _____, (the duly authorized Property Owner) hereby request the use of the Municipality of Anchorage's Plans (the "Plans") for the Construction of an Accessory Dwelling Unit at the address indicated above. By using these Plans, I agree to the following conditions, as evidenced by my initials and signature below.

(Initials)

I agree, to the fullest extent permitted by law, to release, defend (with counsel of the Municipality of Anchorage's choosing), indemnify, and hold harmless the Municipality of Anchorage, its officials, officers, directors, employees, volunteers, agents, and the engineers and/or architects who prepared these Plans (collectively referred to as "Municipal Parties"), from any and all claims, demands, causes of action, costs, expenses, attorneys' fees, liability, loss, damage and/or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to acceptance and/or use of the Plans. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Municipality of Anchorage for all legal expenses and costs incurred by it.

(Initials)

These Plans were provided by qualified designers or other licensed professionals; I hereby acknowledge that I assume the risk of using these Plans and fully understand that the Municipal Parties bear no responsibility, legal or otherwise, for any consequences associated therewith.

(Initials)

I acknowledge that these Plans were pre-approved for construction of an ADU on property located within the Municipality of Anchorage, and have not been reviewed and approved for use in other locations.

**Municipality of Anchorage
Department of Planning, Development & Public Works**

4700 Elmore Rd Anchorage, AK 99507 M-F 8:30am-4:00pm
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_____ I acknowledge that any use, reuse, or alteration to the Plans by me or others will
(Initials) be at my own risk and I hereby take full responsibility, legal and otherwise, for any consequences associated therewith.

_____ I further acknowledge that the use of the Plans does not eliminate, reduce, or
(Initials) absolve me of my responsibility to verify all information relevant to construction in accordance with the Plans.

_____ I acknowledge that the Municipality of Anchorage is making these Plans available
(Initials) to the public free of charge and I am under no obligation to use them. I have a right, at my own cost, to have the Plans independently reviewed by a professional of my choosing.

_____ I hereby consent to this Hold Harmless Agreement being binding on my heirs,
(Initials) executors, administrators, agents, successors, and assigns. In connection with the transfer of an ownership or possessory interest in any new construction or improvements wherein these Plans were used, I hereby agree to notify any transferee of this Hold Harmless Agreement and the fact that they are bound by it to the same extent that I am.

_____ If any term or condition of this Agreement or the application thereof to any
(Initials) person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

_____ This Agreement shall be deemed to have been executed and to be performed
(Initials) within the State of Alaska and shall be construed and governed by the internal laws of the State of Alaska. Any legal proceedings arising out of or relating to this Agreement shall be brought in Anchorage, Alaska.

Property Owner(s) Signature: _____

Date: _____