



**WASHINGTON COUNTY**  
Dept. of Land Use & Transportation  
Planning and Development Services  
Building Services  
155 N. 1<sup>st</sup> Avenue, #350-12  
Hillsboro, OR 97124  
Ph. (503) 846-3470  
<http://www.co.washington.or.us>

# **RESIDENTIAL CONCURRENT BUILDING PERMIT PLAN REVIEW PROCESS COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT**

Site Address: \_\_\_\_\_

Taxlot Number: \_\_\_\_\_

Building Permit Number (to be assigned by County staff): BLDG - \_\_\_\_\_

This COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT ("Agreement") is executed as of ("Applicant/Developer/Owner").

\_\_\_\_\_(date) by \_\_\_\_\_

## **RECITALS**

- A. Washington County will review the building permit submittals concurrently (grading, site plan, life safety and structural). Concurrent review may result in additional reviews. The applicant will be responsible for the cost of these additional reviews.
- B. In connection with the above-described review, Washington County requires the Applicant to execute this Agreement as a condition precedent.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Applicant agrees as follows:

## **AGREEMENT**

1. Applicant covenants not to bring a cause of action or claim against Washington County for any claim arising out of or in connection with this Agreement, whether direct or derivative (consequential), for loss, injury, damage, or any other claim for relief at law or equity. The covenant not to sue shall be binding on Applicant and any and all persons deriving their claim through Applicant, and is for the benefit of Washington County, its officers, employees, and agents, past, present and future.

**AGREEMENT, continued...**

2. Applicant further represents that this Agreement discharges Washington County from any and all claims whether direct or derivative, and Applicant agrees to indemnify, defend, and save harmless, at its own cost and expense, Washington County from and against any claim for contribution or indemnity from any person against whom Applicant may have or may in the future assert a claim arising out of this Agreement. The obligation to indemnify, defend, and save harmless is for the benefit of Washington County, its officers, employees, and agents.
3. Applicant agrees to pay Washington County prior to issuance of permit(s) all additional review fees that may be incurred due to additional County staff time for plan review and coordination necessary to implement concurrent review under this Agreement. Fees will be based on the currently adopted Fee Schedule.

This COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT is executed and effective as of the date first above written.

Applicant Signature: \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_