



# User Agreement for Use of City of Beaumont Accessory Dwelling Standard Plans

Owner Name: \_\_\_\_\_

Contractor Name (If Applicable): \_\_\_\_\_

Project Address: \_\_\_\_\_

The City of Beaumont Accessory Dwelling Standard Plans (the "Documents") are the intellectual property of OpenScope Studio, a California corporation ("OpenScope"); MT Engineering and Michael O'Brien, a California Registered Professional Engineer (MT Engineering and Michael O'Brien); Hensel Consulting Engineers, Inc, a California Corporation (Hensel Consulting); David Hensel, a California Registered Professional Engineer (David Hensel); Tuchscher Engineering Group and James Tuchscher, a California Registered Professional Engineer (TEG and James Tuchscher); and are licensed to the City of Beaumont for use by the general public properties located in the City of Beaumont, expressly subject to the terms and conditions set forth in this User Agreement.

In consideration of receipt of the Documents and as an express condition of the use of the Documents, the undersigned user ("User") expressly acknowledges and agrees to be bound by the following terms:

1. User agrees to fully and completely release, hold harmless, and indemnify City of Beaumont, OpenScope, MT Engineering, Michael O'Brien, Hensel Consulting, David Hensel, TEG, James Tuchscher, and any municipality or jurisdiction to whom User applies for a building permit, as well as each entity's officers, directors, shareholders, officials and employees (collectively, the "Released Parties"), from any and all claims, liabilities, suits, and demands (including attorneys' fees) on account of any injury, damage, or loss to persons or property, including injury or death, or economic losses, arising out of or related to the use the Documents.
2. User understands and agrees that no warranties or representations of any nature, whether express or implied, shall attach to the Documents and the information contained thereon, and that the use of the information contained in the Documents, and any accompanying document(s), is at the User's sole risk. In no event shall the Released Parties be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to: procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, tort (including

negligence or otherwise), or any other theory arising in any way out of the use of the Documents, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, whether based on alleged breach of contract, tortious behavior, negligence or any other cause of action, including but not limited to damages or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, destruction or unauthorized access to, alteration of, or use of any record. Any use, reuse, modification or alteration of the Documents by the User will be at the User's risk and full legal responsibility.

3. User understands and agrees that the permissions granted to User through this User Agreement are for User's personal use and are non-transferrable, and that User may not redistribute the Documents to any third-party which has not also agreed to the terms of this User Agreement. User agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses arising out of or relating to the User's violation or breach of the obligations set forth in this paragraph 3.
4. Section 1542 Waiver. The User acknowledges that they have read and understands section 1542 of the California Civil Code:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party."

User expressly waives all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to its release of any claims it may have against the other party.

5. Governing Law. This User Agreement shall be governed by and construed in accordance with the laws of the State of California.

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Applicant Signature

Print Name

Date