



County of San Diego, Planning & Development Services
RIGHT OF ENTRY/HOLD HARMLESS

For all Building grading please complete page 1, for all Land Development grading please complete page 2.

PDS Building Grading Permit #: _____

Right-of-Entry – Permission is hereby granted to Planning & Development Services of the County of San Diego, or its authorized agents, to enter upon, the undersigned Owner(s) property for the sole purpose of inspecting the site for purposes of this grading permit.

Hold-Harmless – The undersigned Owner(s) further understand(s) and agree(s) to defend, preserve, and save Harmless the County of San Diego and each officer, employee and independent contractor thereof from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the entry, inspection or any work performed as a result of such entry and, inspection, and that all of said liabilities are hereby assumed by the Owner(s).

Owner(s) further agree(s) to protect the County, its officers and employees from all liability or claim because of, or arising out of, the use of any patent or patented article in conjunction with the construction of the repair work required by this agreement.

Owner Signature: _____

Date: _____

Owner Signature: _____

Date: _____

Owner Signature: _____

Date: _____



County of San Diego, PDS, Right of Entry/Hold Harmless

Continued

PDS Land Development Grading Permit #: _____

Right-of-Entry - Permission is hereby granted to the County of San Diego, or its authorized representatives, agents, employees, contractors or volunteers (all of whom shall be considered included in references to "County"), to enter upon the undersigned Permittee's property for the purpose of inspecting the site, performing corrective action or taking such steps as the County deems necessary to ensure that the permitted activity is undertaken in accordance with any applicable Federal, State or local laws.

Hold Harmless - The undersigned Permittee understands and agrees to defend, indemnify and hold harmless the County and its directors, officers, employees, contractors and volunteers against any and all claims, demands, liability, judgments, awards, fines, losses, damages, expenses, charges, liens or costs of any kind or character, including attorneys fees, expert witness fees and court costs (collectively Claim or Claims), which arise out of or are in any way connected to the County's entry onto, inspection of or performance of corrective action on the Permittees property, any work undertaken by Permittee in accordance with this permit, or the use of any patent or patented article in connection with any permitted construction or repair work, arising either directly or indirectly from any act, error, omission or negligence of the Permittee or Permittees officers, employees, agents, contractors, licensees or servants, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County. Permittee shall have no obligation, however, to defend or indemnify County from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County. Permittee further agrees to provide any defense and indemnification required by the County Board of Supervisors pursuant to Chapter 2 of Division 6 of Title 8 of the San Diego County Code of Regulatory Ordinances.

Participation In Defense - At its sole discretion, County shall have the right but not the obligation to participate at its own expense in the defense or settlement of any Claim, but such participation shall not relieve the Permittee of its obligation to defend and indemnify the County. Should the Permittee fail to defend and indemnify County and/or to perform any other obligation imposed under this permit, the County may discontinue the defense of any such Claim. In the event that the County becomes aware that a Claim is brought, the County agrees to notify the Permittee in writing and cooperate fully in the defense. Upon receipt of such notification, the Permittee shall assume the defense of the Claim, including the employment of counsel reasonably satisfactory to County, and the prompt payment of the fees and disbursements of such counsel. If the County reasonably determines that having common counsel would present such counsel with a conflict of interest, or if the Permittee fails to promptly assume the defense of the Claim or to promptly employ counsel reasonably satisfactory to County, then the County may employ separate counsel to represent or defend the County against such Claim, and the Permittee shall pay the reasonable fees and disbursements of such counsel within 30 days of receiving an itemized billing therefore.

Release - Permittee forever waives, releases and relinquishes all rights and Claims of whatever kind, character or origin, known or unknown, suspected or unsuspected, which it may have against the County with respect to any injury, death, loss or damage to real or personal property, arising out of the performance of the permitted activity or the County's exercise of its right-of entry, including all rights and Claims with respect to any actual or alleged negligent act or omission to act of the County. Permittee hereby expressly agrees that the foregoing waiver, release and relinquishment of rights and Claims is given with full knowledge of the provisions of California Civil Code Section 1542 and with the intention that such waiver, release and relinquishment is intended to and shall extend to waive the benefits of the provisions of Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Multiple Permittees - Any and all references to the Permittee in this document shall be deemed to mean and include each and every undersigned Permittee or Owner. All such undersigned Permittees and Owners shall be jointly and severally liable to County for each and every obligation imposed by this document on the Permittee.

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

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[HTTP://WWW.SDCPDS.ORG](http://www.sdcps.org)