

Private Provider Permitting Program

Owner Indemnification Agreement

PPP _____ - _____



In consideration for issuance of a permit for construction, alterations, or additions to a Class II residential structure at _____ ("PROPERTY") under the private provider permitting program, and in consideration that the City of Indianapolis ("CITY") therefore permitted construction which the City did not review or inspect in accordance with requirements laid out in I. C. 36-7-2.5, _____ ("Owners") hereby agree to and acknowledge the following:

1. Owners and/or owners' agent have obtained a permit for construction in the manner described within the documents recorded under PPP _____ - _____ ("IMPROVEMENTS") on the following described real estate and premises situated in Marion County, Indiana indicated in the legal description attached as Exhibit A.
2. Owners agree that all improvements shall be constructed and maintained in compliance with all applicable code, ordinance, regulation and statute, and further agree that all responsibility and liability for nonconformance of the improvements to code, regulation, ordinance, and statute shall be and remain with them or the licensed or certified providers and contractors with whom they have contracted to design, review, construct, and inspect said improvements.
3. Owners, their personal representatives, heirs, grantees, successors, and assigns shall indemnify and hold harmless the City of Indianapolis, its officers, agents, and employees from any and all claims, actions, causes of action, judgments, damages, losses, costs, and expenses (including attorney's fees) arising out of or resulting from the construction, installation, maintenance, or use of the improvements.
4. This Agreement shall run with the real estate described above and shall be binding upon Owners, their personal representatives, heirs, grantees, successors, and assigns so long as the improvement or any part of it shall be in use.

Owners warrant that they are the owners in fee simple of the above-described real estate, are lawfully seized thereof, and have the legal authority to execute this Agreement, and affirm that no unauthorized alterations of this document have taken place.

PRINTED NAME

SIGNATURE

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DATE

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said

County and State, on this day of _____, 20_____.

COUNTY OF RESIDENCE

SIGNATURE

COMMISSION EXPIRATION DATE

PRINTED NAME

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EXHIBIT A
LEGAL DESCRIPTION