

City of Oakland - Bureau of Building

Electronic Permitting Service Contractor User Agreement

Please complete, sign, and submit this agreement along with copies of valid Contractor's License card, Driver's License, and Business License to the Bureau of Building by one of the following methods:

- 1) E-mail a scanned copy of the completed, signed agreement, copy of valid Contractor's License card, Driver's License, and copy of current Business License to: OnlineBuildingPermits@Oaklandnet.com
- 2) Fax a copy of the completed signed agreement, valid Contractor's License card, Driver's License, and current Business License to: **(510) 238-2263**
- 3) Mail or deliver the original completed signed Agreement, copies of valid Contractor's License card, Driver's License and current Business License to:

**City of Oakland - Bureau of Building
Attn: Online Permitting Registration
250 Frank H. Ogawa Plaza
Room 2340
Oakland, CA 94612**

OFFICE HOURS: M/T/Th/Fri 8:00 am - 4:00 pm, Wed 9:30 am - 4:00 pm, PHONE: (510) 238-3891

Business Name: _____

Business Address: _____

City, State, Zip Code: _____

Business Phone with Area Code: _____

Business License Number: _____ Expiration Date: _____

California State Contractor's License Number: _____ Expiration Date: _____

PRIMARY ACCOUNT HOLDER

Name: (CEO RMO PRESIDENT or SOLE OWNER) _____
Print (first and last)

Driver's License/ID No : _____ Expiration Date: _____

Email Address : _____

AUTHORIZED AGENTS

The people below are authorized to act as my agents with full signature authority in the City's online Permitting Process. I understand that it is my responsibility to notify the City in writing when these agents are no longer employed by me or under my responsible charge so their ability to pull electronic permits on my behalf will be disabled.

Each agent must submit a copy of his or her driver's license. Each agent must submit a separate Contractor User Agreement if not employed by the Primary Account Holder. Agent's online permitting account will not be created if all necessary documentation is not received. By affixing signature below, Agent assumes all terms and restrictions applicable to the Primary Account Holder.

| Agent's Name | Agent's Email Address | Agent's Phone | Agent's Signature |
|--------------|-----------------------|---------------|-------------------|
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Worker's Compensation Declaration and Insurance Information

Failure to secure Worker's Compensation Coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provided for in section 3706 of the Labor Code, interest, and attorney's fees.

I hereby affirm under penalty of perjury one of the following declarations for each permit applied for:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which a permit is issued.
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I certify that, in the performance of any work for which a permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Policy Number: _____ Expiration Date: _____

Amount of Coverage: _____

Contractor Agreement

In addition to in-person permitting and application processing, electronically submitting building permit applications, paying related fees, and issuing permits electronically ("Electronic Permit Service") is available at the City of Oakland – Bureau of Building.

By submitting this agreement, I, the undersigned applicant, agree to the following terms and conditions of the Electronic Permit Service described herein.

1. Indemnification. I hereby agree, to the maximum extent permitted by law, to defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the City of Oakland Redevelopment Agency, the City of Oakland Redevelopment Successor Agency, the Oakland City Planning Commission and their respective agents, officers, volunteers, and employees (collectively called "City") from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul any permit issued under the Electronic Permit Service, or arising out of or in any way related to any permit issued using the Electronic Permit Service or the use or occupancy of the public right-of-way, public easement, or any sidewalk, street or sub-sidewalk or otherwise by virtue thereof, and will in all things strictly comply with the conditions under which any permit is granted, regardless of negligence of the City. The City may elect, in its sole discretion, to participate in the defense of said Action and the applicant shall reimburse the City for its reasonable legal costs and attorneys' fees. This Indemnification section shall survive termination, extinguishment or invalidation of the permit. I further certify that I am the owner of the property involved in any permit issued or that I am fully authorized by the owner to access the property and perform the work authorized by any permit issued.

2. Modification and Termination of Service. At any time, City or applicant, at its sole discretion, may discontinue its use of the Electronic Permit Service. At any time, City, at its sole discretion, also may terminate the undersigned applicant's account and require the applicant to submit all future building permit applications in person or by mail. City shall not be liable to the undersigned applicant or any third party for any modification to or discontinuance of the Electronic Permit Service. Upon termination of the undersigned applicant's account, all information retained in that account will be deleted.

3. Applicant Conduct. The undersigned applicant shall comply with this Agreement and all local, state, and federal laws and regulations while using the Electronic Permit Service. The undersigned applicant shall not: (a) interfere with the use and enjoyment of the Electronic Permit Service by other users; (b) impersonate any person or entity or misrepresent its affiliation with a person or entity; (c) permit any third-party to access the applicant's Electronic Permit Service account using the applicant's identification(s) and password(s). The applicant shall notify the City immediately upon determining that the applicant's account was accessed by a third-party.

I understand that my actions to submit electronic permit applications will serve as my electronic signature on the application(s) as provided for under California Civil Code 1633.1-1633.17 - Electronic Transactions.

I hereby affirm that I am licensed under provisions of Chapter 9 (Commencing with Sec. 7000) of Division 3 of the California Business and Professions Code, and my licenses are in full force and effect.

I hereby affirm that the intended occupancy for any permit issued WILL NOT use, handle or store any hazardous, or acutely hazardous, materials as referenced in Sections 25505, 25533, and 25534 of the California Health and Safety Code.

I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of the City to enter upon any property for which a permit is issued for inspection purposes.

I certify that no activities related to any issued permit, including storage/use of materials will take place within the public-right-of-way and dust control measures will be used throughout all phases of construction.

I agree to maintain a valid Business Tax License with the City of Oakland for each permit application.

Under penalty of perjury under the laws of the State of California I hereby certify that I have read this document; that the above information is correct; and that I have truthfully affirmed all applicable declarations contained in this document and agree to the terms and conditions described therein.

PRIMARY ACCOUNT HOLDER _____ Date _____
(Print) (Sign)

OR

AGENT (If not employed by above) _____ Date _____
(Print) (Sign)