



ONLINE PERMIT CENTER USER AGREEMENT

By registering for and creating an Online Permit Center user account, I agree to the following terms and conditions for use of the Online Permit Center service described herein.

Indemnification

I agree to indemnify and hold harmless Napa County, its officers, employees, and agents ("County"), from and against any and all claims, demands, actions and damages resulting from operations under any permit issued using the Online Permit Center service, regardless of negligence of the County, and to assume the defense of the County against all such claims, demands, actions, and damages.

Modification and Termination of Service

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

Applicant Conduct

I agree to comply with this Agreement and all local, state, and federal laws and regulations while using the Online Permit Center service and that I shall not: (a) interfere with the use and enjoyment of the Online Permit Center 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 Online Permit Center account using the applicant's id(s) and password(s). Further, I shall notify County immediately upon determining that the applicant's account was accessed by a third-party. I understand that my actions or my agents' actions to submit applications through the Online Permit Center will serve as an electronic signature on the application(s) as provided for under California Civil Code 1633.1 - 1633.17- Electronic Transactions.

Binding Nature of this Agreement through Electronic Submission or Facsimile Signature

This Agreement may be executed by electronic process, electronic signature, or facsimile signature, which shall constitute an original signature and shall be legally binding on the applicant, and that the executed agreement shall be incorporated by reference to any and all permit applications or other documents that the applicant submits electronically via the Online Permit Center service, and that any such incorporation by reference shall constitute an original

signature and shall be legally binding on the applicant. I also agree that any documents relating to the Online Permit Center services may be executed in counterparts, and all such counterparts together shall constitute one and the same document.

In lieu of personal delivery, I understand that I may elect, at my own option and at my own risk, to transmit to Napa County the signatures required on any form, record or document to which I am a party or signatory relating to any Online Permit Center service. I understand that I am responsible for ensuring the complete, legible, timely, and accurate transmission of such documents, and Napa County, and its officers, employees, agencies, and independent contractors (collectively, the "County") shall not be held responsible for any errors or omissions related to the electronic transmission, including, but not limited to errors resulting from failed or delayed transmission, delays resulting from SPAM filters, electronic communication equipment, inability to open attached documents, or other failure of the County to timely receive and act upon these documents.

Additional Information Regarding Contractors License Requirements and Workers' Compensation Insurance

Contractor License Requirements

Pursuant to Business and Professions Code (Sec. 7031.5), any city or county which requires a permit to construct, alter, improve, demolish or repair any structure prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the California Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions' Code) or that he or she is exempt there from and basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).

- a. Licensed Contractors submitting any permit application or related materials via the Online Permit Center service shall be required to provide verification that the applicant is a contractor holding an active contractor license in good standing issued by the California Contractors State License Board, and agrees to notify County within seven (7) of any change in status or standing of the undersigned applicant's license; and immediately upon being notified of any change in status of the undersigned applicant's license, cease, and withdraw any pending but unissued permit application(s).
- b. Applicant Contractor License Exemptions for Owner-Builders:
 - As owner of the property, applicant or their employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale. (Sec. 7044 Business and Professions Code: The Contractors' State License Law does not apply to an owner of the property, who builds or improves thereon, and who does such work himself or herself or through his or her employees, provided that such

- improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)
- As owner of the property, applicant is exclusively contracting with licensed contractors to construct the project. (Sec. 7004, Business and Professions Code. The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with properly licensed contractors as specified by Contractor's State License Law.

Workers' Compensation Insurance Requirements

As required by Section 3700 of the Labor Code, applicants shall have and maintain a certificate of workers' compensation insurance or a certificate of consent to self-insure for workers' compensation for the performance of the work for which permits are issued to applicants. I agree that if I should employ any person in any manner as to become subject to the worker's compensation provisions of Section 3700 of the Labor Code, I shall herewith comply with those provisions. **WARNING:** Failure to secure workers' compensation coverage is unlawful and subjects 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.