

FORM
DS-253C
October 2025

AB 253 Private Plan Check Indemnification Agreement

This indemnification agreement must be completed by a project owner utilizing the private plan check provisions of [Assembly Bill \(AB\) 253 \(Ward, 2025\)](#), as described in the Development Services Department (DSD) [AB 253 webpage](#), and provided to DSD as a part of the Private Plan Check Report.

Owner Name:

Project Number:

Project Address:

The Owner has chosen to utilize the private plan check provisions of AB 253 and acknowledges that this decision may involve certain risks, including but not limited to delays, costs, or inaccuracies arising from third-party review. Owner knowingly accepts and assumes full responsibility for those risks.

The Owner shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to construction in accordance with plans checked by a private plan check provider pursuant to the provisions of [Assembly Bill \(AB\) 253 \(Ward, 2025\)](#). The City will promptly notify Owner of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Owner shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Owner shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Owner regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Owner shall not be required to pay or perform any settlement unless such settlement is approved by Owner.

I have reviewed, understand, and agree to comply with the above indemnification requirements.

Owner Name (Please Print):

Title:

Owner Signature:

Date: