



LAKE GRANBURY HARBOR OWNERS ASSOCIATION (LGHOA)

BUILDING PERMIT LIABILITY WAIVER, RELEASE, AND INDEMNITY AGREEMENT

**THIS AGREEMENT IS REQUIRED FOR ALL PERMIT APPLICATIONS AND CONTAINS A
RELEASE OF LIABILITY AND INDEMNIFICATION FOR NEGLIGENCE.**

1. CONDITION OF PERMIT APPROVAL

A permit is required prior to any construction, placement, installation, or modification. Failure to comply may result in fines and a cease and desist order. Signing this agreement is required for permit approval.

2. SCOPE OF WORK

This applies to all improvements including, without limitation, homes, out-buildings, fences, decks, patios, garages, septic systems, and lot clearing.

3. ACC LIMITATIONS

The Architectural Control Committee reviews only for HOA covenant and aesthetic compliance. It does NOT verify engineering, safety, drainage, or code compliance.

4. OWNER RESPONSIBILITY

Owner is responsible for permits, compliance with laws, construction methods, and contractor oversight.

5. ASSUMPTION OF RISK

Owner assumes all risks including without limitation injury, property damage, defects, drainage issues, contractor negligence, and future damages.

6. RELEASE OF LIABILITY (INCLUDING NEGLIGENCE)

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, OWNER RELEASES AND INDEMNIFIES LGHOA FROM ALL LIABILITY ASSOCIATED WITH CLAIMS RELATED TO PERMIT APPROVAL AND ANY CONSTRUCTION UNDERTAKEN SUBSEQUENT THERETO, INCLUDING CLAIMS ARISING FROM ERRORS AND OMISSIONS OF LGHOA, AND THE ACTS OR NEGLIGENCE OF THE CONTRACTOR(S) PERFORMING SUCH CONSTRUCTION.

7. NO WARRANTY

LGHOA makes no guarantees regarding safety, compliance, or contractor performance.

8. INSURANCE

Contractors must maintain liability insurance and may be required to name LGHOA as additional insured.

9. INDEMNIFICATION

Owner agrees to indemnify, defend, and hold harmless LGHOA from all claims, damages, and legal costs arising from any actions, errors or omissions stemming from or connected to permits issued by the LGHOA.

10. DAMAGE RESPONSIBILITY

Owner must repair any damage to common areas, utilities, or neighboring properties by the work performed under and pursuant to any permit obtained from the LGHOA.

11. NO RELIANCE

Owner is not relying on LGHOA for engineering, safety, or compliance decisions.

12. GOVERNING LAW

This agreement is governed by Texas law.

13. ACKNOWLEDGMENT

Owner understands and voluntarily agrees to all terms including release of liability for negligence.

Owner Name: _____

Signature: _____

Date: _____

Property Address: _____