

# BUILDING PERMIT APPLICATION

BP-

## SECTION A APPLICATION

### TYPE OF APPLICATION - *SELECT ONE*

Refer to Corresponding Application Checklist for Submission Requirements

- |  |                           |
|--|---------------------------|
| <input type="checkbox"/> Single Family Dwelling / Duplex / Accessory Building        | <b>Complete Section B</b> |
| <input type="checkbox"/> New Construction  | <b>Complete Section B</b> |
| <input type="checkbox"/> Renovation / Addition                                       |                           |
| <input type="checkbox"/> Complex Building – Commercial / Multifamily / Institutional | <b>Complete Section C</b> |
| <input type="checkbox"/> New Construction  | <b>Complete Section C</b> |
| <input type="checkbox"/> Renovation / Addition                                       |                           |
| <input type="checkbox"/> Plumbing / Irrigation on Private Property                   | <b>Complete Section D</b> |
| <input type="checkbox"/> Building Demolition   | <b>Complete Section E</b> |
| <input type="checkbox"/> Building Move   | <b>Complete Section F</b> |

### Property Information

Property Address \_\_\_\_\_

PID Number(s) \_\_\_\_\_

What Work Are You Doing? \_\_\_\_\_

What is the Total Estimated Value of Construction?      \$ \_\_\_\_\_  
*(Include All Materials, Mechanical, Labour and Services)*

Yes     No    Is this a waterfront property (along the ocean)?

Yes     No    Is this a creekfront property (for example, Bowker Creek, Hobbs Creek)?

Yes     No    Is this a heritage property (for example, designation bylaw, Heritage Register)?

### Applicant / Builder Information

Name of Applicant* _____	Name of Builder _____
<i>* If different from property owner, Agent Authorization is required.</i>	
Mailing Address _____	Mailing Address _____
City _____	City _____
Postal Code _____	Postal Code _____
Phone _____	Phone _____
Email _____	Email _____
	Business License No. _____





## SIGNATURE

### IMPORTANT!

By signing below, you are agreeing with the terms and conditions set out below, and in the attached Waiver, Release and Indemnification Agreement that may affect your legal rights.

#### PLEASE READ CAREFULLY BEFORE SIGNING.

1. Where an applicant is not the owner, the signature of the owner below means this document shall serve to notify the District of Oak Bay that the legal owner(s) of the property described above authorizes the applicant to act on their behalf on all matters pertaining to this Permit Application, including the authority to endorse on their behalf the application documents.
2. I / We have read and understood the Waiver, Release and Indemnification Agreement included with this Permit Application form, and I / We hereby agree to all the terms contained in that Agreement.
3. I declare that the above information is correct. I understand that the District of Oak Bay may request additional information or include conditions as part of the Permit. I understand that the Permit will be based on submitted plans and associated details except as limited or defined by Scope of Work as shown on the Permit.
4. I have read and understood the Waiver, Release and Indemnification Agreement included with this Permit Application form, and I / We hereby agree to all the terms contained in that agreement.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Applicant Name (please print)

\_\_\_\_\_  
Owner Name (please print)

The Owner / Applicant is responsible for ensuring compliance with the BC Heritage Conservation Act, including steps to determine whether or not a site is an archaeological site. It is against the law to alter an archaeological site without first obtaining a permit to do so from the Archaeology Branch, at the Province of British Columbia.

### WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

By submitting this Building Permit Application, You or the Party on whose behalf you act, are giving up certain legal rights, including the right to sue, and assuming certain obligations, such as the obligation to indemnify the District of Oak Bay.

#### PLEASE READ THE FOLLOWING PROVISIONS CAREFULLY

In consideration and as a condition of the District of Oak Bay (the "District") granting the permit applied for, each of the Owner, the Owner's Authorized Agent (for himself and on behalf of and with instructions from the Owner and any other party on behalf of whom the Authorized Agent acts) and the Applicant (if not Owner or the Owner's Authorized Agent), jointly and severally agree as follows:

1. **Waiver.** I / We hereby waive any and all claims whatsoever that I / we may have, or may have in the future, against the District, its directors, officers, elected officials and employees (collectively, the "Releasees") as a result of the issuance of this Permit or any work undertaken pursuant to this Permit or for any inspection or other action undertaken as a result of this Permit, due to any cause whatsoever, including but not limited to negligence or breach of any statutory or other duty of care.
2. **Release.** I / We hereby release and forever discharge the Releasees from any and all claims, actions, demands, obligations, liabilities, costs and expenses whatsoever, whether direct or indirect, including without limitation with respect to any damage to person or property, that I / we may suffer or incur, due to any cause whatsoever including negligence or breach of any statutory or other duty of care, as a result of the issuance of this Permit or any inspection or action undertaken by the District as a result of this Permit.
3. **Indemnity.** I / We hereby agree to indemnify and hold harmless the Releasees from and against any and all claims, actions, demands, obligations, liabilities, costs and expenses whatsoever and howsoever arising, including arising out of or with respect to any damage to any person or property incurred by myself, the party for whom I act as agent, or any other party, which may in any way arise or accrue against the Releasees as a result of or incidental to the issuance of this Permit.
4. **No Representations, Warranties or Guarantees.** The District has not made any representations, warranties or guarantees with respect to any matter relating to this Permit or any work to be undertaken pursuant to this Permit, including without limitation compliance with District bylaws or any other provincial or federal act or regulation in force in the District. I / We hereby agree that I / we will be solely responsible for ensuring that all work carried out pursuant to this Permit is in compliance with all applicable District bylaws and any other provincial or federal act or regulation in force in the District. I / We further agree that I / we do not rely on the District to notify me / us of any defects in this Permit Application or supporting documentation and that any inspection or other actions undertaken by the District are not intended to ensure and will not ensure that any work complies with the applicable District bylaws or any other provincial or federal act or regulation in force in the District.

**I AGREE TO CONFORM TO ALL APPLICABLE REQUIREMENTS OF THE DISTRICT OF OAK BAY BYLAWS AND OTHER APPLICABLE PROVINCIAL OR FEDERAL STATUTES IN FORCE IN THE DISTRICT OF OAK BAY.**