



City of Post Falls

Public Services Department
Building Division

Waiver and Hold Harmless Agreement - 1 of 2

WAIVER OF RIGHT TO CLAIM AND HOLD HARMLESS AGREEMENT

I, _____ (name of owner of manufactured home) am seeking a setting permit to locate the manufactured home I own, _____ (manufacturer and serial number) in a mobile home park within the city limits of the city of Post Falls, Idaho. The manufactured home was constructed in compliance with HUD standards subsequent to June 15, 1976 and has a roof structure with a snow load capacity equal to the thirty (30) pounds per square foot standard applicable to manufactured homes to be placed within the state of Idaho. I acknowledge that the city of Post Falls has adopted a minimum snow load requirement of 40 pounds per square foot for manufactured and site-built homes, including a requirement for constructing a ramada over manufactured homes with roof structures that fail to meet the snow load standard.

Pursuant to Post Falls Ordinance #1163, I hereby voluntarily agree to assume all risks associated with my placement of a manufactured home in a Post Falls mobile home park with a snow load less than forty (40) pounds per square foot on behalf of myself, my family, my guests and any occupants of said manufactured home, now or in the future. I hereby forever waive any right to claim damages in any and all circumstances against the city of Post Falls and any of its officials, employees and agents and agree to hold them forever harmless regarding any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in any way related to failure of the roof structure of said manufactured home. I further agree to notify any successor purchaser or occupant of such assumption of the risk and waiver and hold harmless obligation. This waiver is executed voluntarily and of my own free will. I acknowledge that I have been given the opportunity to consult legal counsel of my choice prior to execution of this waiver.

Dated this _____ day of _____, 20__.

Signature of owner

Printed name of owner

Address of owner

Witnessed

Waiver and Hold Harmless Agreement - 2 of 2

Concurrence of Manufactured Home Park Owner:

I, the undersigned owner/manager of _____ Mobile Home Park in Post Falls do hereby agree that the owner of said mobile home park hereby also waives any right to claim for damages or injury to persons or property arising out of or in any way related to failure of the roof structure of the manufactured home referenced in the attached agreement.

Dated this ____ day of 20____.

Owner/Manager