



HERNANDO COUNTY BUILDING DIVISION

PERMITTING ♦ CONTRACTOR LICENSING

789 PROVIDENCE BOULEVARD ♦ BROOKSVILLE, FLORIDA 34601 ♦ www.HernandoCounty.us

PHONE 352.754.4050 ♦ FAX PERMITTING 352.754.4416 ♦ FAX CONTRACTOR LICENSING 352.754.4159

ONLINE PERMITTING SYSTEM APPLICATION AND AGREEMENT FOR PERMIT ISSUANCE

DATE: _____

License Holder Name: _____

Company Name: _____

License Number: _____

Phone Number: _____

Email Address: _____

Other Contact Person: _____

I, _____, (License Holder/Contractor), hereby make application for access to the Hernando County Online Permitting System for building permit issuance. I state that I am a Hernando County licensed or registered contractor providing various contracting and sub-contracting work.

As the license holder and/or Contractor for the company listed above, I understand that a User ID and Password will be assigned to me upon approval. I assume sole responsibility for the protection of my user identification and password and shall hold County harmless for misuse. As the contractor, I shall insure that use of online permitting shall not be abused by me or any of my designees and further shall not allow access to the online permitting system by any unauthorized users.

Contractor shall not assign any of its rights or delegate any of its duties or obligations under this agreement without the express written consent of County.

I further insure that I and my designees shall comply with all rules and regulations the County has implemented for the use of the online permitting privileges. Any changes to rules or regulations will be either sent to the Contractor by U.S. Regular Mail, Email, or posted at the Hernando County Building Division or on the online permitting web page.

I understand that the County may discontinue my online permitting privileges without notice should it find evidence of or have reasonable suspicion of abuse or consistent non-compliance with the rules and regulations set forth by the County.

I understand by electing to utilize "self-issuance" permits I am waiving traditional plan review of my project.

I understand that all City, County, State, and Federal regulations, including but not limited to: Florida Building Codes, Product Approval, Manufacturer Installation Recommendations, Windborne Debris Requirements, Flood Regulations, Zoning Regulations, and any other laws that may be applicable to my permitting requests and work performance must be complied with. I further understand and agree to comply with inspection deficiencies.

I understand that pursuant to Hernando County Code of Ordinances Chapter 8, Article II, Division 4, Section 8-98 (105.4.1), a permit shall be construed to be a license to proceed with work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction, or violations of the code.

I understand that upon issuance of a permit via the online system, I will be required to print a "Permit Card" and post it at the job site in a location which is visible from the road, and accessible for the inspectors to sign. I also agree that all required inspections will be requested per County ordinance.

I understand that an Escrow Account is required to be established with the Building Division and maintained for the purpose of the payment of applicable building permit fees associated with online permit issuance. The associated fee(s) and frequency of payment of fee(s) may be adjusted by County at any time. Any fee adjustment shall require a notification from County to Contractor not less than thirty (30) days in advance of implementation of any fee adjustment.

Both parties agree that all records may be accessed by the public at any time, and any and all information contained on the permit application is subject to public inspection. The only exception to public inspection shall be any information provided by contractor that is public records exempt, as provide din the Florida Statutes. I understand that it is my responsibility to notify the Building Division in writing of information that is "public records exempt".

Contractor agrees to indemnify, defend, and hold harmless County from and against any and all direct or indirect losses, claims, suites, liabilities, obligations, costs, and expenses (including reasonable attorney's fees) which Contractor might suffer arising out of online permitting provided by County.

County does not provide any warranty with its online permitting program.

Any notices required or permitted under this Agreement shall be effective when received, unless specifically stated otherwise herein, if hand delivered, or one day after being deposit with Federal Express or another overnight delivery service, addressed as follows (or to such other address as a party to this Agreement may designate in writing):

If to Contractor: _____

If to County: Hernando County Building Division, 789 Providence Blvd., Brooksville, FL 34601

A failure of either party to exercise rights granted to it herein upon the occurrence of the contingencies set forth in this Agreement shall not constitute a waiver of such rights upon the reoccurrence of such contingency.

If any of the provisions of this Agreement should in whole or in part be held invalid in a final judgment by a court of competent jurisdiction, such invalidity shall not affect the validity of the rest of this Agreement, the parties hereto intending that such provision be severable.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties or their successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. Any disputes arising out of this Agreement shall be brought in Hernando County Courts.

This Agreement sets forth the entire agreement of the parties hereto and supersedes any prior agreements and understandings, whether oral or written, between them concerning its subject matter. This Agreement may not be amended or modified other than in writing executed by the parties hereto.

The Term ("Term") of this Agreement shall be perpetual providing all conditions of use remain as agreed upon herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signature of License Holder

License Number

State of _____ County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

For Office Use Only:

THIS APPLICATION IS: _____ APPROVED _____ DENIED

DATE: _____

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA

BY: _____
Hernando County Building Division

Its; _____