

**HOMEOWNER CONTRACTOR  
HOLD HARMLESS AND INDEMNITY AGREEMENT**

STATE OF LOUISIANA  
PARISH OF BOSSIER

To further protect the homeowner and insure the future quality of one and two family dwellings under the jurisdiction of the City of Bossier City Permits and Inspections Division. The International Residential Code and Bossier City Ordinance must be followed.

Individuals who wish to construct their own residence and assume the responsibilities of the builder may do so. Homeowners will be responsible for all code violations.

"To individuals performing construction, rebuilding, remodeling or repair of their personal residence provided that they do not apply for more than on building permit, per project during a twelve month period and provided they sign a statement upon application for a building permit relieving the City of Bossier City and Parish of Bossier from any liability in connection therewith and further asserting that they have received and read the Louisiana New Home Warranty Act and are aware of all attendant liabilities and responsibilities by the Act...."

Please read this agreement before signing it and obtaining the building permit. You are also urged to obtain a copy of the 2006 International Residential Code and a copy of the Permit and Inspections Homeowner Information Packet.

BE IT KNOWN, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally came and appeared \_\_\_\_\_, who after being duly sworn did declare that:

I, \_\_\_\_\_, owner of Lot \_\_\_\_\_, \_\_\_\_\_ Subdivision bearing the municipal address of \_\_\_\_\_, desire to perform the following construction upon the above described property, namely, \_\_\_\_\_.

I, hereby declare, agree and state that I authorize and appoint \_\_\_\_\_, in my place and stead and as my agent to request and secure a building permit for the above described property and construction from the City of Bossier City/Parish of Bossier.

I hereby agree to hold the City of Bossier City, Parish of Bossier free and harmless from any and all liability for damages to any person and/or property that may result from the construction, rebuilding, remodeling or repair of my property and any act associated therewith and from my appointment of \_\_\_\_\_ as my agent to request and secure a building permit for me.

I further agree to indemnify the City of Bossier/Parish of Bossier from any and all cost from any suit for damages that may be filed for or on behalf of any person for damages to property and/or person that may result from the construction, rebuilding or repair of my property and any act associated therewith and from my appointment of \_\_\_\_\_ as my agent to request and secure a building permit.

I further declare that I have received and read the Louisiana New Home Warranty Act (Act 676, of the Louisiana Legislature, regular session, 1986), and am aware of all of the attendant liabilities and responsibilities imposed by same.

I declare and agree and understand that this original agreement shall be filed with the office of the Clerk of Court for the Parish of Bossier and a certified copy with recording data thereon shall be furnished to the Inspection Division before any permit may be issued.

I \_\_\_\_\_ (have or have not) contracted and built a residence over the past 12 months.

\_\_\_\_\_  
Homeowner Signature

SWORN TO AND DESCRIBED, before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

## AFFIDAVIT CLAIMING EXEMPTION FROM LICENSURE

The undersigned does hereby attest and certify that the following information is true and correct:

I am applying for a building permit from the Parish/City/Town of Bossier City for proposed construction activities to be performed at that certain parcel of immovable property bearing the municipal address of \_\_\_\_\_.

I understand that Louisiana law, R.S. 37:2150-2192, requires that, for this proposed construction activity, the work must be performed by a person possessing a contractor's license or registration issued by the State Licensing Board for Contractors. However, I claim to be exempt from the requirement of having this work performed by a licensed or registered contractor based on the following exemption (*place an X next to the exemption that you claim to be applicable*):

### NEW CONSTRUCTION:

I will serve as the general contractor for the construction of my new home, will maintain the house as my personal residence following the issuance of the Certificate of Occupancy, **and**:

- I have not built another house within the past year.  
 I have had a legal change in marital status within the past year.  
 I have had a change in employment such that the distance between my former home and new place of employment is at least fifty (50) miles.

### HOME IMPROVEMENT:

- I will serve as the general contractor for home improvements to my existing residence, and/or to structures adjacent to my residence.

**I understand that this exemption does not apply to subcontractors who are still subject to licensing requirements listed below in the general information section of this affidavit.**

### General Information:

By signing this form, the homeowner affirms that they are pulling the permit for this project as the contractor therefor. They affirm that they will personally reside in the home (for new construction) following the issuance of the Certificate of Occupancy for this home, or that they currently reside in the residence, or that they resided in the residence immediately prior to it being uninhabitable due to a natural disaster, fire, or another catastrophic event (for home improvement projects). For new home construction, they acknowledge that they will not be allowed to pull a permit for the construction of another residence within one year from the issuance of the Certificate of Occupancy unless their legal marital status or employment has changed as outlined above, within that year. **They acknowledge that they will undertake and superintend the construction project and that they will be prohibited from hiring an unlicensed subcontractor to superintend, manage, provide advice, or otherwise act as a contractor for this project.** It is recommended that the homeowner obtain builder's risk, worker's compensation, and liability insurance for this project, in order to be adequately protected in the event of an accident or other claim.

If all subcontractors who require licensure are not known at the time of application, it shall be the Homeowner's obligation to file an updated affidavit with the Code Enforcement Department prior to the commencement of work related to the subcontractor's trade. The Code Enforcement Department shall not perform any inspections related to the aforementioned subcontractor's work until the licensure information has been submitted and verified to be accurate.

The warranty period provided under the New Home Warranty Act will not begin until the date that legal title to a home is conveyed to its initial purchaser or the date the home is first occupied, whichever occurs first, and the current homeowner may be responsible for any defects in construction to the purchaser. The specific provisions of the New Home Warranty Act may be reviewed at:

[http://www.lslbc.louisiana.gov/app/uploads/New Home Warranty Act.pdf](http://www.lslbc.louisiana.gov/app/uploads/New_Home_Warranty_Act.pdf).

The entire Contractor's Licensing Law, applicable Rules and Regulations, a list of Licensed Contractors, and other information may be found on the Louisiana State Licensing Board for Contractors website, at [www.lslbc.louisiana.gov](http://www.lslbc.louisiana.gov).

**Falsification or misrepresentation of this document may leave the homeowner without recourse through the Louisiana State Licensing Board for Contractors should a dispute arise during the construction of the aforementioned project.**

**I further understand that the intentional act of submitting false information to a public agency may constitute a violation of applicable provisions in the Louisiana Criminal Code, subjecting the person making the false statement to imprisonment up to five (5) years, a fine up to \$5,000.00, and/or restitution to the state including legal interest. *La. R.S. 14:133.***

This is a legally binding document and homeowners should consult with an attorney prior to signing should any questions arise.

Sworn to and subscribed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Homeowner

\_\_\_\_\_  
Name and Notary/Bar#

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Notary Signature