



**MORTGAGE PURPOSES ONLY
HOLD HARMLESS LETTER
CITY OF NOVI
Community Development Department
(248) 347-0415**

TO: The City of Novi

FROM: Applicant: _____
Please Print

REFERENCE: Subdivision _____ Lot No. _____

Address: _____

Please be advised that the undersigned has requested a Certificate of Occupancy from the City for the limited purpose of use by the undersigned's lender for mortgage approval with respect to the Project site. This limited Certificate of Occupancy for mortgage purposes only, does not entitle the undersigned, or the undersigned's heirs, successors, assigns or transferees to actual or physical occupancy of the Project premises. The undersigned represents that it has applied for, and will continue to seek a final Certificate of Occupancy and all necessary approvals in respect to the named Project, and within ___ days of the date of this Certificate, will submit all necessary documents, information, and applications, and complete all site improvements required for a final Certificate of Occupancy.

The undersigned acknowledges and affirms that the City has agreed to issue a limited Certificate of Occupancy for mortgage purposes only, subject to the following conditions:

In General.

The undersigned agrees to, and hereby does, release, indemnify, and hold harmless the City from any and all claims, demands, causes of action, or damages of any kind or nature against the City, its consultants, employees, agents, representatives, or designees, brought by the undersigned or others, arising by reason of, or in any way associated with, the City's issuance of this limited Certificate of Occupancy for mortgage purposes. This includes, without limitation, claims, demands, costs, or judgments against the City, its employees, consultants, agents, representatives, or designees, whether such liability, loss, or damage is due or claimed to be due to the negligence of the undersigned, its subcontractors, the City of Novi, its consultants, officers, agents, and employees.

In Respect to the Limited Certificate of Occupancy for Mortgage Purposes

The undersigned also agrees to, and hereby does, release, indemnify, and hold harmless the City, its employees, consultants, agents, representatives, or designees and accepts all risks of loss associated with respect to the issuance of a limited Certificate of Occupancy for mortgage purposes. And, further, that in the event of undersigned's failure to obtain a final Certificate of Occupancy, or to satisfy any other applicable law, code, ordinance, or other requirement with respect to the subject project, the undersigned agrees, acknowledges, and affirms that the City retains the authority, at its sole option, to require the undersigned to discontinue use and to require the undersigned to vacate

the Project premises, or to take other appropriate action, including but not limited to prohibiting occupancy with respect to the Project. The undersigned also accepts all risks of loss with respect to issuance of this limited Certificate of Occupancy for mortgage purposes, including, but not limited to, the risk that a final Certificate of Occupancy may not be issued, the risk that the building may not be occupied if a final or temporary Certificate of Occupancy is not issued or obtained or other requirements are not satisfied, and the risk of any other loss or damage that may result from undersigned's failure or inability to obtain a temporary and/or final Certificate of Occupancy or to satisfy all other requirements for occupancy, whether such risks are known or unknown at the time of executing this letter

The undersigned acknowledges that the City is under no obligation, in law or equity, to issue the limited Certificate of Occupancy hereunder. Permission is based upon the unique circumstances of this application and shall have no bearing or effect on the City's rights or authority with respect to any other requests by the undersigned or any other property owner within the City. The undersigned acknowledges that the issuance of this limited Certificate does not guarantee issuance of a temporary or final Certificate of Occupancy with respect to the Project.

The undersigned agrees, as owner of the above-described Property, that this document may be recorded, and that the representations and obligations herein are binding upon its successors and assigns.

SIGNATURE: _____
Print Signature Name

TITLE: _____ COMPANY: _____

WITNESS: _____
Signature Print Signature Name

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

Subscribed and sworn to before me this _____ day of _____, 200_ by
_____ of _____, a Michigan _____, on
behalf of said _____.

Notary Public
_____ County, Michigan

My Commission Expires: _____