



# DIVISION OF BUILDING STANDARDS

## CONDITIONAL OCCUPANCY AGREEMENT

This Agreement made and entered into by and between \_\_\_\_\_ (Project Mgr/Gen Contractor) herein known as Project Manager/General Contractor, and \_\_\_\_\_ (Owner/Occupant) hereinafter known as the Owner/Occupant, and the City of Dublin, hereinafter known as the City, who mutually agree and covenant as follows:

1. The Project Manager/General Contractor, who is constructing a new premises at:

\_\_\_\_\_  
Building Permit No. \_\_\_\_\_, has applied for a Certificate of Occupancy.

2. The premises, as of the date this Agreement is signed, has not met all requirements of the Dublin Codified Ordinances, hereinafter known as the Code, and therefore additional final inspections cannot be approved.
3. The list of items, which is attached to and is a part of the Agreement, is accepted by both the Project Manager/General Contractor and the Owner/Occupant, documentation of those items necessary to be completed prior to the project receiving final approval.
4. Acknowledging that the premises are not completed and that certain items, as shown, are requirements of the Code of the City, the Owner/Occupant, requests that the City allows occupancy of the premises and use of the property as of the date of this Agreement.
5. In return for such above Conditional Approval, the Project Manager/General Contractor agrees to complete all items as shown within 180 days of approval and further agrees to release, hold harmless and indemnify the City and its agents, assigns and employees from any and all obligation, liability, and/or responsibility that might arise as a result of permitting occupancy under a Conditional Approval Agreement.
6. In return for the City allowing conditional approval, the Owner/Occupant hereby releases the City, its agent, assigns and employees from any and all obligations and/or responsibilities related to the completion of the premises, and further agrees to release and hold harmless the City, its agents, assigns and employees from any and all liability that might arise as a result of occupancy of the premises. Further, the Owner/Occupant accepts the responsibility for the completion of those items shown as incomplete, and recognizes that the City may revoke the Conditional Approval Agreement causing the premises to be vacated; and/or the City may initiate legal action, if these items are not completed on a timely basis, and within the schedule contained in Item 5 of this Agreement. The Owner/Occupant agrees that the City or its agent shall have full access to the property to inspect, or at its sole and exclusive discretion cause to be made any improvement necessary to bring any part of the premises into compliance with this Conditional Approval Agreement.





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7. The Owner/Occupant and the Project Manager/General Contractor both agree that the City, by accepting this Agreement in allowing occupancy as of the date of this Agreement has in no way waived, forfeited or otherwise relinquished any rights and/or powers that it would have if this Agreement was not in effect.
8. The Owner/Occupant acknowledges that he is under no obligation whatsoever to enter into this Agreement, but that absent this Agreement, Conditional Approval to use the property will not be granted.
9. The Conditional Approval Agreement will serve as the Partial Occupancy Permit the Building Official may issue in accordance with 4101:1-1-11.1.4, 4101:1-11-1.1.4, and 4101:1-111-1.1.4 of the Ohio Administrative Code when the entire scope of the building work has not been completed, but the Building Official has determined the building can be occupied safely.

\_\_\_\_\_  
Project Manager/General Contractor  
(Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager/General Contractor (Signature)

\_\_\_\_\_  
Owner/Occupant  
(Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Occupant (Signature)

\_\_\_\_\_  
Accepted – City of Dublin

\_\_\_\_\_  
Date





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## CONDITIONAL OCCUPANCY AGREEMENT CHECKLIST

All items on the list, if applicable, must accompany the request for Approval

- ☐ Conditional Occupancy Agreement signed by the General Contractor and Homebuyer (Residential) or Owner/Tenant (Commercial).
- ☐ Engineering Final Inspection showing approval from the engineering inspector for conditional occupancy.
- ☐ Fire Department Final Inspection showing approval from the fire inspector for conditional occupancy (Commercial Only).
- ☐ Planning & Zoning approval, including landscaping showing approval from the inspector for Conditional Approval.
- ☐ Occupancy Inspection showing approval from the building inspector to apply to the Chief Building Official for Conditional Occupancy.
- ☐ Inspection Card completed by all inspectors.
- ☐ Nonrefundable conditional occupancy handling fee of **\$465.00**. This is in addition to the escrow amount listed on the Conditional Occupancy inspection notice. This fee will be good for the time period not to exceed six (6) months. In the event additional extensions are necessary, a fee of **\$465.00** will be billed for each six (6) month time period. A notice will be sent to the General Contractor and Homeowner prior to the expiration of the Conditional Occupancy. If a Conditional expires, an additional \$450.00 fee will be due prior to a Final Occupancy being scheduled.
- ☐ The amount listed on the Conditional Occupancy Inspection in the form of a check or an original escrow letter on letterhead of the issuing financial institution and with the original signature, printed name, title, and telephone number of the issuing agent for the financial institution. Commercial projects also have the option of providing a bond or letter of credit although additional time will be required for review.
- ☐ The Chief Building Official will review the Conditional Occupancy Agreement within eight (8) business day for residential and sixteen (16) business days for commercial. It will be signed after this review, if it is deemed there are no safety issues involved and the above items have been submitted to the Building Standards Division.
- ☐ The building/home may be occupied **AFTER** the Chief Building Official has signed the Conditional Occupancy Agreement. Occupancy prior to Building Official's signature and/or approval will result in an automatic assessment of **\$465.00**. All requests for moving furniture prior to occupancy will be made to the Building Official, in writing, prior to the final building inspection being performed.

**Note:** Residential conditionals will be issued for sod and other exterior weather-related items only and will be issued only between the months of November through April. **Any exceptions must be pre-approved in writing by the Chief Building Official and available to the building inspector at the time of the inspection for conditional occupancy.** (Write a letter to the CBO explaining the exception you are requesting, and it will be signed and returned if approved.)

