



City of Lodi
221 West Pine Street
Lodi, CA 95240
COMMUNITY DEVELOPMENT
DEPARTMENT / BUILDING DIVISION
MAIN 209.333-6714
www.lodi.gov

CITY OF LODI
CONTRACTOR AGREEMENT AND TERMS OF SERVICE
FOR ONLINE PERMITTING ONLY

Please complete, sign and email the Contractor Agreement, Terms of Service, and Usernames information to the City of Lodi at comdev@lodi.gov or you can mail your completed and signed form to City of Lodi Building Division, 221 West Pine Street, Lodi, CA 95240. The Building Division will contact you via email and provide you with your login information.

If you have any questions, please email us at comdev@lodi.gov or call 209-333-6714. Email and phone support is available during normal business hours. Please be aware, we are closed every other Friday and on all major holidays.

CONTRACTOR AGREEMENT

I hereby request authorization to obtain non-plan review permits by submitting my permit applications through the City of Lodi's eTRAKiT Portal Online Service via the internet. Upon completion of the registration process, I understand that I will be given a username and password, which will enable me to submit permit requests via the internet. If I choose to give my employees access to my username and password, I will assume all responsibility for the construction activity and any fees associated with these permits. I certify that I:

- ☐ Am listed, licensed, and/or registered as a contractor within the City of Lodi;
- ☐ Meet all requirements to perform construction activity in the City of Lodi;
- ☐ Have obtained a Business License to perform business within the City of Lodi
- ☐ Will be responsible for all construction activity associated with the requested permit;
- ☐ Will be responsible for all fees associated with my online account;
- ☐ Will provide written notification to the City of Lodi's Building Division for cancelling this account.

IDEMNIFICATION AGREEMENT

Further, I understand that by "clicking an online button", or by any other method executing an instruction, to agree with or submit information while logged into the eTRAKiT Portal website and its services, that these actions will serve as my electronic signature, which, under California and Federal laws is equally as binding as a signature written in ink. I hereby affirm that I am licensed under provisions of Chapter 9 (Commencing with Sec. 7000) of Division 3 of the Business and Professionals Code, and my licensees are in full force and effect.

I agree to indemnify and hold harmless the City of Lodi from and against any and all claims, demands and actions from damages resulting from operations under any permit issued using this electronic signature, regardless of negligence of the City of Lodi, and to assume the defense of the City of Lodi against all such claims, demands, and actions.

AUTHORIZED SIGNATURE

Signature _____ Date _____

Printed Name _____ Title _____

Contractor License # _____

Contractor License Expiration Date _____ Class _____

City of Lodi Business Tax Registration License # _____

(Please provide only the City of Lodi business license certificate number)

Company Name _____

Phone Number _____

Email _____

Please note: All of the above information is required. Incomplete applications will be rejected.

CITY OF LODI ETRAKIT ONLINE SERVICES TERMS OF SERVICE

By becoming a User of City of Lodi's eTRAKiT Online Services you agree to the following Terms of Service
Please read them carefully.

I. DESCRIPTION OF SERVICE

City of Lodi's eTRAKiT Online Services is providing User with a capability to access and transact specialized information Services offered by departments and agencies within the City of Lodi, through the eTRAKiT Online Services transaction portal via the World Wide Web. User Must: (1) provide all equipment, including computer and modem, necessary to establish a connection to the World Wide Web and (2) pay any Service fees associated with such access. User understands the City of Lodi's eTRAKiT Online Services provides email and telephone support.

II. MODIFICATIONS TO SERVICE

City of Lodi's eTRAKiT Online Services reserves the right to modify or discontinue, temporarily or permanently, the Service for any reason, at its sole discretion, with or without notice to User. User agrees that City of Lodi's eTRAKiT Online Services shall not be liable to User or any third party for any modification or discontinuance of the Service.

III. PRIVACY POLICY

City of Lodi's eTRAKiT Online Services considers the information that its users include on the Service to be the private correspondence of its users. City of Lodi's eTRAKiT Online Services will not monitor, edit or disclose information about a User or a User's private content, except that User agrees City of Lodi's eTRAKiT Online Services may do so in the good faith belief that such action is reasonably necessary to comply with the law and legal process.

IV. USER ACCOUNT AND PASSWORD; SECURITY

You shall receive a login name and password upon completing the registration process. You are responsible for maintaining the confidentiality of your login name and password and for any and all activities that occur under your password or account. User agrees to notify City of Lodi's eTRAKiT Online Services immediately of any unauthorized use of User's account or any other breach of security known to User.

V. USER CONDUCT

User agrees to abide by all applicable local, state, national, and international laws and regulations in User's use of the Service, and agrees not to interfere with the use and enjoyment of the Service by other users. User agrees to be solely responsible for User's actions and the contents of User's transmissions through the Service. User agrees not to impersonate any person or entity, including but not limited to a City of Lodi's eTRAKiT Online Services official, forum leader, guide or host or falsely state, or otherwise misrepresent User's affiliation with a person or entity.

VI. TERMINATION

User agrees that City of Lodi's eTRAKiT Online Services may, at its sole discretion, terminate User's password, account or use of the Service, as well as User's use of City of Lodi's eTRAKiT Online Services' other Services, for any reason, including, without limitation, if City of Lodi's eTRAKiT Online Services Subscriber Services believes (a) that User has violated or acted inconsistently with the letter or spirit of this agreement or (b) that User has violated the rights of City of Lodi's eTRAKiT Online Services or other Users or parties. User further agrees that City of Lodi's eTRAKiT Online Services may terminate User's password, account or use of the Service if User fails to use the Service at least one time during a reasonable period of time as determined by City of Lodi's eTRAKiT Online Services from time to time, which period shall not be less than three months.

User acknowledges and agrees that an termination of Service under any provision of this Agreement may be

effected without prior notice, and acknowledges and agrees that City of Lodi's eTRAKiT Online Services may immediately delete and discard all information and files in User's account and bar any further access to such files or the Service.

VII. NOTICE

All notices to a party shall be in writing and shall be made either via email or conventional mail. In addition, City of Lodi's eTRAKiT Online Services may post notices or links to notices through the Service to inform User of changes to the Service or other matters of importance.

VIII. GENERAL

This agreement and the relationship between User and City of Lodi's eTRAKiT Online Services shall be governed by the laws of the State of California without regard to its conflict of law provisions. User and City of Lodi's eTRAKiT Online Services agree to submit to the personal and exclusive jurisdiction of the courts located within the San Joaquin County. The failure of City of Lodi's eTRAKiT Online Services to exercise or enforce any right or provision of the agreement shall not constitute a waiver of such right or provision. If any provision of the agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Service remain in full force and effect.

Authorized Signature

☐ **I have read and agree to the terms and conditions of the City of Lodi's eTRAKiT Online Services Terms of Service.**

Signature: _____ Date: _____

Printed Name: _____ Title: _____

USERNAME INFORMATION

Mailing Address: _____

Organization Name: _____

Contact Name: _____ Title: _____

Department: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Extension _____

Fax: _____ Email: _____

