

## Memorandum of Agreement for Standard Plan License and Publication

This **Memorandum of Agreement** (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026, between the City of Lynnwood (“City”), a Washington municipal corporation, and [*Designer Name/Legal Entity*] (“Designer”). The City and Designer are sometimes referred to collectively as “Parties”.

### RECITALS

- A. The City wishes to offer a faster, easier, and more predictable design and permitting process for the construction of detached accessory dwelling units (DADUs) and has established a program for pre-approved standard construction plans for DADUs.
- B. Pursuant to its program, the City solicited designers to submit DADU designs that fulfilled the program’s criteria for selection to become a plan that the city would deem “pre-approved” for publication on the City’s website.
- C. From the submissions, the City has selected a small number of plans for review by the City’s permitting staff review for general compliance with LMC Title 8 Unified Development Code, the 2021 International Residential Code, and similar regulations governing development of residential housing in Lynnwood.
- D. The City wishes to incentivize designers to submit DADU designs that meet the City’s criteria. For designers, the incentives include the opportunity to obtain pre-approval for a DADU design through permitting review, clarification that intellectual property rights are retained and not transferred to the City, and promotion of their name and design in an online gallery where selected and pre-approved images and designs would be published and made available for public viewing.
- E. Through its promotion of an online gallery and its program for pre-approved standard construction plans for DADUs, the City wishes to provide property owners and developers the opportunity to decide whether they wish to purchase from a designer a license to use that designer’s plan for a not-to-exceed price established by the City.
- F. The City wishes to memorialize the terms and conditions for the Designer’s participation in the City’s program for pre-approved standard construction plans for DADUs and the City’s license to publish images and designs from the Designer’s Standard Plan.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth below, the Parties agree as follows:

### AGREEMENT

#### 1. Purpose.

The purpose of this Agreement is to establish the terms and conditions for the Designer’s participation in the City’s program for pre-approved standard construction plans for DADUs and to describe the scope and conditions for the City’s license to publish images and designs from the Designer’s Standard Plan.

#### 2. City Selection and Approval of Standard Plan.

- 2.1 The Designer has submitted that certain standard DADU plan at **Exhibit A** (“Standard Plan”) in response to criteria published by the City.
  - 2.2 The City has reviewed the Standard Plan for compliance with applicable regulations governing housing construction in Lynnwood.
  - 2.3 Based on this review, the City has designated the Standard Plan as an approved pre-reviewed plan for construction of DADUs on properties lying within the City’s jurisdiction, subject to site-specific permitting requirements.
3. **Designer’s Representations and Warranties.**  
The Designer represents and warrants as follows:
- (a) The Designer is the author and owner of the copyright to the Standard Plan and has full authority to make this Agreement.
  - (b) To the extent any portion of the work in the Standard Plan is the original work of any third party, the Designer has obtained from such third party their consent to use their original work on an unlimited basis in the Standard Plan.
  - (c) The Standard Plan does not infringe on any copyright, patent, intellectual property, brand, logo, advertising, or other proprietary rights of any third party.
4. **License to City for Publication; Limitations.**  
Subject to the limitations and conditions in this Section, the Designer hereby grants to the City a non-exclusive, royalty-free license to publish and display the Standard Plan on the City’s website and in related materials promoting the City’s program for pre-approved standard construction plans for DADUs.
- (a) The scope of the license is limited to informing property owners and developers about the availability of the Standard Plan and to allowing potential users the opportunity to view and evaluate images and designs from the Standard Plan to determine whether they would be interested in purchasing a license from the Designer to use the Standard Plan.
  - (b) Nothing in this Agreement transfers ownership of any design element, brand, logo, copyright, patent, or other intellectual property in the Standard Plan that is owned or held by the Designer to the City.
  - (c) Nothing in this Agreement provides the City any right to authorize the use of the Standard Plan by any person to construct a DADU.
  - (d) Nothing in this Agreement provides the City any right to sell, transfer, or assign the limited license granted by the Designer to the City pursuant to this Agreement.
5. **Communication of Disclaimer.**  
When communicating about the Standard Plan to promote its use, the City and the Designer shall ensure the following disclaimer (“Disclaimer”) is provided with publication of the Standard Plan. The Disclaimer shall be provided to any person to whom the Designer sells a

license to use the Standard Plan, and to any potential customer introduced to or connected with the Designer through the City's program:

### **DISCLAIMER**

The City does not own and cannot license the use of the Standard Plan. Any person considering the use of the Standard Plan is solely responsible for purchasing a license from the Designer for use of the Standard Plan.

The City's promotion of or publication of designs or images from the Standard Plan shall not be relied upon as a substitute for due diligence review by persons who choose to purchase a Standard Plan or engage the Designer's services.

The City provides no warranty or assurance regarding the feasibility and suitability of the Standard Plan for use to construct a DADU.

The City provides no representation or warranty regarding success in the permitting process for any specific site through use of the Standard Plan nor the success of any engagement of the Designer for services such as preparation of a site plan, assistance with the permitting process, and/or construction or delivery of a DADU.

Property owners shall remain responsible for site-specific compliance with City Codes and permitting processes.

The City does not represent the Designer and is not a broker for the sale of the license to use the Standard Plan nor a broker for the sale of the Designer's services.

The Designer does not represent the City and is not an agent of the City regarding any aspect of the permitting process.

Listing of the Designer on the City's website does not constitute an endorsement by the City of the Designer. Property owners and developers are free to engage professional service providers of their choosing for any aspect of a DADU project and may choose to not use a Standard Plan.

#### **6. Charge for License to Use Standard Plan.**

The Designer shall offer licenses to use the Standard Plan to property owners and developers who wish to construct a DADU on real property located in the City's jurisdiction. The maximum price for such a license shall not exceed \$1,200. The Designer may charge additional fees for site-specific adaptations and preparation of site plans; for assistance with the permitting process, and for construction services or related consulting services.

Any agreement for use of the Standard Plan or for engagement of the Designer's services shall be directly between the Designer and the property owner or developer.

**7. City Website and Program Participation.**

- 7.1 The City will maintain a publicly accessible webpage and post images of the pre-approved designs from the Standard Plan and any other pre-approved DADU plan online.
- 7.2 The City will provide credit to the Designer when posting any image or design from the Standard Plan in substantially the following form: [*Fill in Name of Designer as Designer wishes it to appear.*]
- 7.3 The City, in its sole discretion, may include the Designer's business contact information and description of services for the purpose of connecting potential customers with the Designer.
- 7.4 The City reserves the right to remove a pre-approved design or image from the City's webpage or online gallery for any reason.
- 7.5 The City does not represent, warrant, or guarantee in any way the minimum number of customers or projects that may be generated through the City's promotion of the Standard Plan.

**8. Term and Termination.**

- 8.1 This Agreement shall be effective upon execution by both the Designer and the City and shall remain in effect unless terminated by either party upon 30 days' advance written notice.
- 8.2 Upon termination, the city shall remove the Standard Plan, or image or design associated with the Standard Plan, the name of the Designer and the Designer's business contact and other information about the Designer from the City's website as soon as reasonably practicable and cease distribution of any promotional material containing said image, design, or information.

**9. Designer's Risk.**

The Designer expressly acknowledges that the Designer's work for the Standard plan will be placed in the public realm and located on a virtual platform maintained by the City. The City shall have no obligation to the Designer to enforce any intellectual property rights or moral rights against damage, defacement, or the unauthorized use of the Standard Plan by third parties. The Designer shall bear the sole responsibility for the protection and enforcement of any rights not granted to the City.

**10. Notices.**

This Agreement will be administered by the City's Development & Business Services Director or their designee. All notices required under this Agreement shall be in writing and may be delivered electronically, by mail, or hand delivered to the Parties at the following addresses:

**City of Lynnwood:**

Attn: Ben Wolters, Development & Business Services Director  
19100 44th Ave W  
Lynnwood, WA 98036  
Email: [planning@lynnwoodwa.gov](mailto:planning@lynnwoodwa.gov)

**Designer:**

Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

If the notice is hand delivered, then it shall be effective on the date it is delivered. If the notice is delivered electronically, then it shall be effective the next business day after it is sent unless it is undeliverable. If notice is delivered by mail, then it shall be effective on the third business day after it is deposited in U.S. Mail.

The Designer shall notify the City of changes of its address. The failure to do so, if such failure prevents the City from locating the Designer, shall be deemed a waiver by the Designer of those rights which require a response by the Designer.

**11. Compliance with Laws.**

The Designer will comply with all federal, state, and local laws and ordinances applicable to the subject of this Agreement.

**12. City Marks.**

The Designer will not use any trade name, trademark, service mark, or logo of the City, or any name, mark, or logo confusingly similar thereto, in any advertising, promotions, or otherwise without the City’s express prior written consent.

**13. Indemnification.**

13.1 The Designer shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, awards or damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of the Designer, its officers, employees, and/or agents – except for injuries and damages caused by the sole negligence of the City. The Designer agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents.

13.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Designer and the City, or each Party’s respective officers, officials, employees and

agents, the indemnifying party's liability hereunder shall be only to the extent of the indemnifying party's negligence.

13.3 As between the Parties and solely for purposes of this section, each Party expressly waives any immunity, defense or protection that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws of the State of Washington to the fullest extent permitted by applicable law. This subsection shall not be interpreted or construed as a waiver of each Party's right to assert such immunity, defense or protection directly against any of its own employees or any such employee's estate or other representatives. This waiver has been mutually negotiated by the Parties.

13.4 The Designer will indemnify, defend, and hold harmless the City, including its officers, officials, employees, and agents, from all claims, damages, losses, and expenses (including reasonable attorney's fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based on (a) the Designer's breach of any obligations, representations, or warranties under this Agreement, of (b) the infringement or misappropriation by the Designer of any foreign or United States patent, copyright, trade secret or other proprietary right.

13.5 The provisions of this Section shall survive the expiration or termination of this Agreement.

#### **14. Extension of License Charge Price to Other Jurisdictions.**

14.1 The City may enter into intergovernmental agreements pursuant to RCW 39.34 with one or more other Washington jurisdictions ("Other Jurisdiction") for the purpose of allowing the other Washington jurisdiction to link to or refer to the online gallery of designs and identification of Designers selected pursuant to the City's program for pre-approved standard construction plans for DADUs. Provided that the City has entered into an intergovernmental agreement with the Other Jurisdiction, and provided that the Other Jurisdiction has independently reviewed the Standard Plan for compliance with the Other Jurisdiction's development regulations, the 2021 International Residential code and similar regulations governing development of residential housing in the Other Jurisdiction, the Designer agrees as follows:

The Designer will offer a license to property owners and developers who wish to construct a DADU on real property located in the Other Jurisdiction for the same not-to-exceed maximum price of \$1,200 as established in Section 6 of this Agreement. The Designer may charge additional fees for site-specific adaptations and preparation of site plans; for assistance with the permitting process, and for construction services or related consulting services. Any agreement for use of the Standard Plan or for engagement of the Designer's services shall be directly between the Designer and the property owner or developer.

14.2 The City shall have no obligation or liability for the performance of the Designer in the Other Jurisdiction or for ascertaining whether the Standard Plan complies with the regulations of the Other Jurisdiction.

14.3 When communicating about the Standard Plan to promote its use, the Designer shall ensure that the substance of the Disclaimer as set forth in this Agreement's Section 5 is provided to any person to whom the Designer sells a license to use the Standard Plan, and to any potential customer introduced to or connected with the Designer through the City's program.

14.4 In the City's intergovernmental agreement with the Other Jurisdiction, the City will include a requirement that to the extent the Other Jurisdiction maintains a webpage, or publishes or posts material linking to or promoting the City's online gallery of designs or the City's program for pre-approved standard construction plans for DADUs, the Other Jurisdiction will add the Disclaimer in Section 5 or a substantially equivalent and appropriate disclaimer to cover both the Other Jurisdiction and the City.

**15. Miscellaneous.**

15.1 Governing Law. This Agreement shall be governed by the laws of Washington and its choice of law rules. Venue shall be the federal or state courts located in Snohomish County, Washington, with respect to any dispute arising out of or in connection with this Agreement.

15.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force. The City and the Designer agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

15.3 Nonwaiver. Any failure by the City to enforce strict performance of any provision of this Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of this Agreement.

15.4 Counterparts. This Agreement may be signed electronically in counterparts, each of which shall be deemed original, and all of which, taken together, shall be deemed one and the same document.

15.5 Assignment. Neither the Agreement, nor any of the rights or obligations of the Designer, may be assigned, without the City's prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the Parties and their successors and assigns.

15.6 Entire Agreement/Amendment. This Agreement, together with referenced attachments, represents the entire and integrated Agreement between the Parties hereto with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to such subject matter. This Agreement may be amended, modified, or added to only by written instrument properly executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, and it shall be effective as of the last date written below:

**CITY OF LYNNWOOD:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
George Hurst, Mayor

**DESIGNER:**

[NAME]

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Standard Plan**