

**APPLICATION FOR COMMERCIAL TEMPORARY CERTIFICATE OF OCCUPANCY OR TCO EXTENSION**

Permit Number: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Contractor Company: \_\_\_\_\_ Phone: \_\_\_\_\_

**TCO TCO Extension**

List of the outstanding items preventing a full Certificate of Occupancy:


In consideration for the Temporary Certificate of Occupancy, the JURISDICTION and the OWNER, CONTRACTOR, and TENANT listed below agree to the following:

The OWNER, CONTRACTOR, and TENANT agree to indemnify and hold the JURISDICTION free and harmless from any and all claims, causes of action, damages, bodily injury(including death), losses, penalties or costs, including, but not limited to, all attorney's fees (whether from litigation or administrative proceeding, including cost and fees on appeal), with respect to any person or government authority arising out of, either directly or indirectly, the construction, operation, temporarily occupying the premises covered by the above listed Building Permit number, whether the liability, loss or damage is caused by, or arises out of, the negligence of the JURISDICTION or its officers, agents, employees, or otherwise.

If the JURISDICTION shall be subject to any claim, demand, or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by any party or because of any act occurring on the subject premises, or because of any omission with respect to the construction or operation on the subject premises, the OWNER, CONTRACTOR, and TENANT shall indemnify and hold the JURISDICTION harmless against all judgments, settlements, penalties, and expenses, including attorney's fees, court costs, and other expenses of litigation or an administrative proceeding, incurred by or imposed on the JURISDICTION in connection with the investigation of defense relating to such claim or litigation or administrative proceeding, and at the election of the JURISDICTION, the OWNER, CONTRACTOR or TENANT shall also defend the JURISDICTION.

It is understood and hereby acknowledged between the parties hereto that the JURISDICTION shall not be liable for any act, debt, or other obligation to the OWNER, CONTRACTOR, or TENANT.

It is understood and hereby acknowledged between the parties hereto that this is for the temporary occupation of the structure or space covered by the above-listed permit number.

This INDEMNITY AND HOLD HARMLESS AGREEMENT will terminate upon issuing a permanent Certificate of Occupancy for property covered by the above-listed permit number. However, this agreement shall remain in effect for all events before the permanent Certificate of Occupancy is issued.

**The following is a guideline to establish the minimum criteria for a Temporary Certificate of Occupancy (TCO). These conditions will be evaluated on a case-by-case basis to ensure that an acceptable level of safety is met for the building's occupants.**

1. Water and sewer must be approved. This includes accepting any new potable water lines. If the purveyor is the City of Sanford, a clearance letter from them will be required.
2. The address must be posted on the building.
3. A TCO inspection must be scheduled to determine the outstanding issues for all disciplines.
4. TCOs are subject to the conditions deemed appropriate by Seminole County.
5. Seminole County may suspend or revoke a TCO if it is determined that the building violates any code(s), regulations, or ordinances of the county or agencies of the state of Florida.
6. TCOs are issued for 30 days. If all finals have not been approved, a TCO extension may be requested.
7. All outstanding fees must be paid. A TCO fee will be added to the permit. All impact, re-inspection, and fire fees must be paid. **TCO fees are non-refundable.**

**Under penalty of perjury, I declare that all the information in this Temporary Certificate of Occupancy form is true and correct. I hereby certify that I am aware of my responsibility to obtain all final inspections to obtain the required permanent Certificate of Occupancy or request a TCO extension by the end of the 30-day period.**

\_\_\_\_\_  
Building Owner Signature

\_\_\_\_\_  
Printed Owner Name and Date

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Printed Contractor Name and Date