

INDEMNITY & ALTERATION AGREEMENT

Dated this ____ day of _____, 20__

BETWEEN:

THE OWNERS, STRATA PLAN

(hereinafter the "Strata Corporation")

AND:

The registered owner(s) of Strata Lot _____.

(hereinafter the "Owner")

WHEREAS:

A. Pursuant to the provisions of the registered bylaws of the Strata Corporation, an Owner requires the prior written permission of the Strata Corporation before making certain changes to his or her strata lot, the limited common property and/or the common property;

B. The Owner has made an application to the Strata Corporation for the following alteration(s):

in accordance with the plans and specifications annexed hereto and forming part of this Agreement. (the "Alteration").

C. The Owner is the registered owner of a strata lot located in the City of _____ legally described as follows:

Strata Lot _____, Strata Plan VIS _____, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1 (the "Strata Lot").

D. The Owner has applied to the Strata Corporation to carry out the "Alteration" and has agreed to sign this Agreement as a condition of approval;

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THE PARTIES AGREE AS FOLLOWS, that in consideration of the premises and of the mutual covenants and agreements herein contained and the payment of ONE DOLLAR (\$1.00) by each party to the other, the receipt and sufficiency of which is hereby acknowledged:

(1) In order to obtain the final written approval for the Alteration from the Strata Corporation, the Owner covenants and agrees with the Strata Corporation that he/she shall (*Cross out and initial the provisions that do not apply*):

- a. supply the Strata Corporation with a copy of all required building permits and permissions (the "Permits") before commencing work on the Alteration, or alternatively, upon request, the Strata Corporation will execute an agent's agreement authorizing the Owner to apply on its behalf to _____ for the Permits required for the Alteration and the Owner will provide a copy of the Permits to the Strata Corporation before commencing work, and the costs of the Permits to be borne by the Owner;
- b. for Alterations that involve changes to a building's structure, envelope, electrical, plumbing, or mechanical systems, retain at the Owner's sole expense, a professional structural engineer, building envelope engineer, licensed plumber, licensed electrician, licensed gas fitter, or other qualified professional:
 - (i) to prepare and submit the specifications and plans for the Alteration to the Council for approval before commencing the work;
 - (ii) to inspect the work during the course of construction to ensure compliance with the specifications and all other applicable building codes and laws; and,
 - (iii) to certify in writing to the Strata Corporation that the Alteration has been constructed in compliance with the BCBC and all other applicable laws;
- c. employ qualified contractors to perform the work on the Alteration;
- d. provide the Strata Council with the names, addresses and contact numbers for the contractors including their Work Safe BC number, insurance agent and policy number;
- e. cause all work on the Alteration to be performed promptly, in a good and workmanlike manner and in compliance with the British Columbia Building Code ("BCBC") and all other applicable laws;
- f. cause all work to be conducted in accordance with the Strata Corporation's bylaws so as to not cause a nuisance or disturb the surrounding owners and shall ensure that all work is conducted between the hours of 8:00 a.m. and 5:00 p.m Monday to Saturday. Machines and other construction noise must cease by 5:00 p.m. or when the workers have left for the day. Work must not be carried out on Sundays or public holidays;

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- g. monitor access to the building by contractors and/or trades persons and ensure that access to the property/building is not impeded for others;
- h. provide Strata Council with 72 hours written notice of the intended construction project start date, so that appropriate notices can be posted, if required. Also 48 hours' notice is required to advise all Owners should the power or water need to be turned off for a period of time
- i. ensure that their contractors, employee, or agents park their vehicles in spaces designated by the Strata Council and not impede others' access to the parking and/or building areas
- j. ensure that vehicles delivering their project material park only in areas designated by the Strata Council and in all cases comply strictly with all traffic regulations regarding speed, directions, and the limitation of vehicle size;
- k. not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers (recycle and/or garbage dumpster) or any other area on strata property;
- l. ensure that all debris outside the strata lot is removed and the common property areas cleaned by the end of each day (5:00 p.m.). The Owner may be charged for cleaning the common areas should the contractor's/Owner's efforts be deemed inadequate by the Strata Council;
- m. assume all costs and expenses related to the Alteration;
- n. assume responsibility to repair, maintain and replace the Alteration to the Strata Lot or the Limited Common Property at his/her sole cost and if the Owner fails to repair and maintain the Alteration after notice to that effect from the Strata Corporation, then the Strata Corporation may perform the work on behalf of the Owner and charge all expenses related to that work to the Owner, including any legal costs as between a solicitor and his own client;
- o. the Strata Corporation shall repair, maintain and replace the Alteration, if approved by the Strata Council, to the common property on behalf of the Owner and all expenses related to that work shall be charged to the Owner, including any legal costs as between a solicitor and his own client;
- p. assume responsibility to insure the Alteration at his/her sole cost and if the Owner fails to insure or to maintain insurance on the Alteration, then the Strata Corporation may obtain the insurance on behalf of the Owner and charge all expenses related to that insurance to the Owner, including any legal costs as between a solicitor and his own client;
- q. indemnify the Strata Corporation in accordance with the terms of this Agreement, including payment of any legal costs on a full indemnity basis; and

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- r. pay the cost of preparing this Agreement forthwith upon demand, including any costs or expenses incurred by legal counsel for the Strata Corporation.
- (2) Upon completion of the installation of the Alteration, the Owner shall confirm in writing that he/she has complied with the conditions set out in this Agreement and have the Strata Council to inspect the Alteration to ensure that the Owner has met the conditions set out by it in its approval.

INSURANCE & INDEMNITY:

- (3) The Owner agrees to pay for any damage caused by the installation of the Alteration to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under the bylaws or insure under section 149 of the SPA.
- (4) The Owner agrees to reimburse the Strata Corporation for the expense of any maintenance, repair or replacement and any loss or damage to that owner's strata lot, common property, limited common property or the contents of same arising out of or in any way related to the Alteration if:
- a. that owner is responsible for the loss or damage; or
 - b. if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of that owner or the owner's employees, contractors, agents, volunteers or other similar persons, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.
- (5) For greater certainty, an Owner shall be deemed to be a responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the indemnity related to the Alteration, the insurance deductible pursuant to section 158(2) of the SPA, repair costs and any other related costs or expenses pursuant to this Agreement.
- (6) Any amount owing by the Owner to the Strata Corporation pursuant to this Agreement, including legal costs, shall be charged to the Owner and shall become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the cost or expense was incurred.
- (7) The Owner agrees to obtain and maintain a Homeowner Package insurance policy to cover:
- a. the losses described in section 161 of the Act;
 - b. the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave right to the claim; and,
 - c. the Alteration.

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- (8) The Owner shall provide the Council with confirmation that an owner's policy with coverage which complies with this Agreement is in place, together with a copy of the insurance policy before commencing the Alteration and thereafter within a reasonable time after request.
- (9) The Owner hereby agrees to indemnify and save harmless the Strata Corporation and its council members, representatives, agents, directors, officers, employees, contractors, managers, administrators, successors and assigns, from and against any and all claims, actions, causes of action, liability, losses, damage, suits or costs, including legal costs as between a solicitor and his own client, arising from, but not limited to, the following:
- a. any and all claims, liability or damage to the building envelope or to the common property, the limited common property or the strata lot arising out of or related to the installation of the Alteration, or any other consequential damage arising out of the Alteration;
 - b. any Builder's Lien claim which may be filed against the common property or another strata lot as a result of the installation, repair, maintenance or replacement of the Alteration;
 - c. the increased costs for fire and liability insurance payable by the Strata Corporation, if applicable;
 - d. The grant of permission by the Strata Council and/or the Strata Corporation to the Owner to alter common property, the Strata Lot or Limited Common Property;
 - e. Any damage caused, in whole or in part, by the Alteration;
 - f. Any repair or maintenance or replacement costs related to the Alteration at any time during the term of this Agreement;
 - g. Any costs or expenses related to obtaining and maintaining applicable insurance coverage required pursuant to this Agreement; and/or,
 - h. Any other damage, costs or expenses arising out of the grant of permission or the installation of the Alteration or anything related to the Alteration and affixed to or placed on the common property, the strata lot or limited common property.
- (10) In the event of any claim being brought against the Strata Corporation, the Strata Corporation shall provide the Owner with written notice of such claim, and thereafter the Owner shall at his/her own expense defend, protect and save harmless the Strata Corporation against such claim or any loss or liability resulting from such claim, including legal costs as between a solicitor and his own client.
- (11) In the event that the Owner shall fail to adequately defend and/or indemnify and save harmless the Strata Corporation, then in such instance, the Strata Corporation shall have the

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full right to defend, pay or settle such claim on his/her behalf without notice to the Owner, and with full rights to recourse against the Owner for all fees, costs, expenses, and payments made or agreed to be paid in order to discharge and/or settle such claim, including legal costs as between a solicitor and his own client.

(12) In the event the Owner shall fail to obtain and maintain adequate insurance coverage related to the Alteration in breach of this Agreement, then if the breach continues after the expiry of reasonable notice of same from the Strata Corporation, then the strata council in its discretion may obtain and maintain the insurance on behalf of the Owner and recover the costs of the premiums from the Owner.

(13) Upon default, the Owner further agree to pay all reasonable legal fees and costs, as between a solicitor and his own client, necessary or required to enforce this Agreement.

SUBSEQUENT OWNERS;

(14) The Owner agrees to inform a purchaser of the Strata Lot of the terms of this Agreement and to require that purchaser to agree in writing to assume the obligations of the Owner pursuant to this Agreement as a condition of closing and to provide the Strata Corporation with a copy of the executed assumption of this Agreement prior to closing.

(15) This Agreement shall be in force until the earlier of:

- a. Replacement of the Alteration; or,
- b. 50 years.

(16) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, executors, administrators, successors, assigns and personal representatives as the case may be.

(17) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

THE OWNERS, STRATA PLAN _____

Per:

Strata Council Member

Per:

Strata Council Member

Witness

Print Name

Date

Witness

Print Name

Date

Signature of Owner

Print Name

Date

Signature of Owner

Print Name

Date

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