

## INDEMNITY AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

**THE OWNERS, STRATA PLAN**, a strata corporation under the *Strata Property Act*, S.B.C. 1998, c. 43 having an office c/o AWM-Alliance Real Estate Group Ltd. at Suite 401-958 West 8th Avenue, Vancouver, British Columbia, V5Z 1E5. (hereinafter called the "STRATA")

**AND:**

\_\_\_\_\_ of  
Unit \_\_\_\_\_ - \_\_\_\_\_, \_\_\_\_\_, British Columbia  
(hereinafter called, the "OWNER")

**WHEREAS:**

- A. The OWNER is the registered owner of the premises known civically as Unit \_\_\_\_\_ - \_\_\_\_\_, \_\_\_\_\_, British Columbia which is part of the complex known as "\_\_\_\_\_", and whose lands and premises are legally described as Strata Lot \_\_\_\_\_ in Strata Plan \_\_\_\_\_ (hereinafter called the "STRATA LOT");
- B. The STRATA is responsible for the control, management, maintenance, repair and administration of the Property, which includes the exterior of the building(s) comprising the STRATA;
- C. The OWNER has applied to the STRATA to make certain alterations to the strata lot, common property or limited common property (hereinafter referred as the "PROPERTY");
- D. The STRATA has agreed to allow the OWNER to make these alterations to the PROPERTY and the OWNER has agreed to make the alterations, upon and subject to the terms and conditions contained in this Agreement.

**IN CONSIDERATION** of the covenants and agreements contained herein, the STRATA and the OWNER covenant and agree as follows:

- 1. The STRATA agrees to allow certain changes to the PROPERTY of the STRATA and the OWNER agrees to make the changes to the PROPERTY in accordance with the terms and conditions of this Agreement.

2. The STRATA authorizes the OWNER to install, or to make such alterations to the PROPERTY, at the Owner's sole cost and expense as follows:

(a) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "WORKS").

3. The OWNER hereby acknowledges that the PROPERTY affected by the WORKS, is in a good state of repair.

4. The OWNER covenants and agrees that the WORKS must be done in accordance with the plans and specifications (the "PLANS") dated \_\_\_\_\_(mm/dd/yyyy), prepared by \_\_\_\_\_, copies of which have been or will be provided to the STRATA for approval, prior to the commencement of any installation of the WORKS;

5. The OWNER agrees with the STRATA:

(a) to maintain, replace and repair the WORKS as needed, at the OWNER's sole cost and expense; and

(b) that the installation, maintenance, replacement and repair of the WORKS must be conducted with due care, preparation and precautions to protect and maintain the PROPERTY, including the building envelope.

6. It is the sole responsibility of the OWNER to ensure that the trade(s) contracted to perform the installation, maintenance, replacement and repair of the WORKS is fully insured and is in good standing.

7. These conditions shall be considered permanent conditions and covenants, which are binding on the OWNER and subsequent owners from time to time of the STRATA LOT.

8. The Owner agrees to observe and comply with all laws, ordinances, regulations, orders, licenses and permits of all constituted authorities having jurisdiction with respect to the WORKS, including the bylaws and rules from time to time of the STRATA and the provisions of the *Strata Property Act*, S.B.C. 1998, c. 43, the Regulations thereto, as both may be amended from time to time, and any successor statutes.

9. If the STRATA needs to maintain, repair or replace the PROPERTY, which maintenance, repair or replacement affects the WORKS, the OWNER and not the STRATA will be liable for and be required to pay the cost to restore and replace the WORKS.

10. If the STRATA determines, in its sole discretion, that alterations or repairs must be made to the WORKS for the safety, preservation, proper administration, improvement, or good appearance or PROPERTY or limited Property, then on seven (7) days prior, written notice to the OWNER, the OWNER must make such alterations, replacements, or repairs, failing which, the STRATA, at the OWNER's sole cost and expense, may make such alterations or repairs to the WORKS as the STRATA deems necessary.
11. The OWNER and any subsequent owner benefiting from the WORKS must be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the STRATA as a result, directly or indirectly, of the WORKS.
12. The OWNER and any subsequent owner who benefits from the WORKS must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and save harmless the STRATA, its council members, employees, contractors, and agents any and all claims, demands, expenses, costs, damages, charges, actions and other proceedings made or brought against, suffered by or imposed upon the STRATA or its property with respect to any loss, damage or injury, directly or indirectly, arising out of, resulting from or sustained by the STRATA by reason of the WORKS.
13. Any costs or expenses incurred by the STRATA as the result of such claim or demand will be the responsibility of the OWNER and any subsequent owner of the Strata Lot who benefits from the WORKS and the said costs or expenses incurred must be charged to that owner and added to the strata fees of the STRATA LOT for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the STRATA, and become due and payable on the due date of payment of monthly strata fees.
14. The OWNER will forthwith give notice in writing to the STRATA of any damage to any PROPERTY, including limited Property that may give rise to an insurance claim as a result of the WORKS.
15. Promptly after completion of the WORKS, the OWNER, if requested to do so by the STRATA, will lodge with the STRATA a complete set of the Plans, showing the "as built" conditions of the WORKS.
16. Should the STRATA incur certain costs to process the OWNER's request to install the WORKS, the OWNER agrees to pay to the STRATA the full amount of such costs including, but not limited to, the cost of all legal fees, plus disbursements and applicable taxes incurred by the STRATA in connection with the preparation of this Agreement, forthwith upon receipt of an invoice from the STRATA.
17. This Agreement will enure to the benefit of and be binding upon the OWNER and the subsequent owner(s) from time to time of the STRATA.
18. The benefit of this Agreement is not assignable by the OWNER except to the owner(s) from time to time of the STRATA LOT, each of whom will, upon becoming the owner of the STRATA LOT, be deemed to assume all of the obligations of the OWNER hereunder.

19. The OWNER agrees to deliver to any prospective purchaser of the STRATA LOT, a copy of this Agreement and to require that, as a term of any contract of purchase and sale in respect of the STRATA LOT, the purchaser agree to execute and to deliver to the STRATA on the completion date, an agreement substantially in the form of this Agreement and to be bound by the terms herein.
20. The OWNER hereby acknowledges receipt of a copy of this Agreement, which addition to the bylaws and rules of the STRATA adopted or to be adopted from time to time, constitutes the whole agreement between the STRATA and the OWNER with respect to the WORKS.
21. The voiding of any part of this Agreement by judicial, legislative or administrative means will not void the remainder of this Agreement.
22. The waiver by the STRATA of any failure by the OWNER to conform to the provisions of this Agreement will not affect the STRATA rights in respect of any later failure.
23. All covenants, agreements and undertakings on the part of the OWNER contained in this Agreement will be construed as both joint and several.
24. This Agreement will enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and permitted assigns.

**IN WITNESS WHEREOF** the STRATA and the OWNER have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE OWNERS, STRATA PLAN \_\_\_\_\_**  
**("STRATA")**  
 by its authorized signatories

\_\_\_\_\_  
*Signature of Strata Manager*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date (dd/mm/yyyy)*

**THE OWNER, STRATA LOT \_\_\_\_\_ STRATA PLAN \_\_\_\_\_**  
**("OWNER")**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date (mm/dd/yyyy)*