

**INDEMNITY AGREEMENT FOR STRATA LOT  
AND COMMON PROPERTY ALTERATIONS**

**The Owners, Strata Plan \_\_\_\_\_  
(the “Strata Corporation”)**

**\_\_\_\_\_  
[Name of Strata Development] (the “Strata Development”)**

**Assumption of Liability Agreement for  
Modifications to Strata Lots and Common Property**

(1) I/we, \_\_\_\_\_ and \_\_\_\_\_,  
the owner(s) of strata lot \_\_\_\_\_, unit \_\_\_\_\_,  
\_\_\_\_\_ [address of strata development],  
\_\_\_\_\_ [city], British Columbia, in consideration for approval by the  
Strata Corporation’s strata council (the “Strata Council”) of an alteration to our strata lot  
or the common property of the Strata Development as set out herein, do hereby agree to  
the following terms and conditions:

(2) I/we have read the registered bylaws of the Strata Corporation (the “Bylaws”).

(3) I/we will comply with the Bylaws at all times.

(4) I/we acknowledge that the Strata Corporation is responsible for the control, repair, and  
maintenance of the common property, and administration of the Strata Corporation.

(5) I/we request that the Strata Council approve the following proposed alteration: *[describe  
the proposed alteration]* (the “Works”):

*[Use additional paper if required. Attach any drawings or specifications. For example:  
“Remove the existing lattice screen on the south patio, which is common property, and  
replace it with a solid glass screen in accordance with the attached plans”.]*

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(6) I/we agree that the Strata Council has the right to approve, reject, or require amendments  
to the Works at its sole discretion. The Strata Council will act reasonably in the exercise  
of its discretion to approve, reject, or require amendments to Works.

(7) If the Works are approved by the Strata Council, I/we agree that all work will be done in  
accordance with the applicable municipal and provincial building codes, and I/we agree  
to obtain, and to provide the Strata Council with copies of, all building permits,

inspection certificates, and insurance certificates as required by the Bylaws before starting any work. All contractors will have Worksafe BC coverage and liability insurance.

- (8) In installing the Works I/we agree that:
- (a) All work will be carried out only during regular business hours so as not to interfere with the right to use and enjoy other strata lots or common property in the Strata Development;
  - (b) All common areas will be kept clean at all times and any debris, dust or dirt removed therefrom immediately at our expense; and
  - (c) Construction materials and debris will be appropriately disposed of offsite and not added to the regular waste receptacles of the Strata Development.
- (9) I/we agree that the Works will be done in accordance with the plans and specifications submitted herewith and in compliance with all permits and approvals for same, using first class materials and labour.
- (10) I/we agree that if required by the Strata Council I/we will have the plans and specifications for the Works prepared by a qualified professional (such as an engineer or architect) and have such professional prepare a report on the completion of the Works and provide copies thereof to the Strata Council.
- (11) I/we understand that the Works are not covered by the Strata Corporation's insurance policies, and I/we warrant and represent to the Strata Council that the Works are covered under my/our homeowners' insurance policy. I/we will ensure that the Works are and will remain so covered at our sole cost.
- (12) I/we are liable for all costs connected to the Works, as set out in the Bylaws, and I/we will maintain and repair the Works.
- (13) I/we agree to be responsible for the payment, discharge and release of any builders liens filed with respect to the Works, and to indemnify and save harmless the Strata Corporation and the other strata lot owners of the Strata Development with respect to same.
- (14) I/we agree that if the Works are not maintained or properly repaired, then the Strata Corporation may repair, maintain, or remove the alteration, and all costs incurred by the Strata Corporation to repair, maintain, or remove the alteration will be charged to me/us and I/we will immediately pay same.
- (15) I/we agree that we will remove the Works (or any portion thereof) on any common property and restore the common property to its original condition if the Strata Corporation, acting reasonably, requires access to or use of any common property on which all or part of the Works are located.
- (16) I/we agree to indemnify and save harmless the Strata Council, the Strata Corporation, and the other strata lot owners of the Strata Development from and against any and all costs (including, without limitation, all legal costs on a solicitor and client basis, and the

costs of all other professionals whose services are deemed by the Strata Council, acting reasonably, to be required), damage, loss, claims, demands, actions, proceedings, or liability resulting from, in any way relating to, or by reason of, either directly or indirectly, the installation, removal, maintenance or failure to maintain or repair, and/or replacement of the Works.

- (17) If I/we sell our strata lot, we will notify all prospective purchaser(s) that the Works are subject to the terms of this agreement and the Bylaws, and will include in any contract for the purchase and sale of our strata lot a clause providing that the sale is subject to the purchaser entering into an agreement with the Strata Corporation to assume liability for the Works and indemnify and save harmless the Strata Council, Strata Corporation, and strata lot owners of the Strata Development on the terms set out in this agreement.
- (18) By submitting this proposal, we agree to be bound by all the terms set out in this agreement and the Bylaws.

*[Notes to signatures: The witness may be a member of the Strata Council. If the owner is a company, the agreement must be signed by an authorized representative of the company.]*

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	)	
Witness	)	Owner: _____
	)	[signature]
Print Name: _____	)	
Occupation: _____	)	Print Name: _____
	)	
Address: _____	)	
_____	)	Dated: _____
	)	
Tel. No.: _____	)	

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	)	
	)	
Witness	)	Owner: _____
	)	[signature]
Print Name: _____	)	
Occupation: _____	)	Print Name: _____
	)	
Address: _____	)	
_____	)	Dated: _____
	)	
Tel. No.: _____	)	

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Permission is hereby granted by the Strata Corporation for the installation of the Works in accordance with this Agreement:

Strata Corporation: \_\_\_\_\_ Dated: \_\_\_\_\_

per: \_\_\_\_\_  
Council Member

per: \_\_\_\_\_  
Council Member

**(To Be Completed By Strata Council if applicable to the Works)**

Contractor Name and Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_

Business Licence Number: \_\_\_\_\_

\_\_\_\_\_

WCB Registration [*attach certificate*]: \_\_\_\_\_

\_\_\_\_\_

Contractor's Insurance [*attach certificate*]: \_\_\_\_\_

\_\_\_\_\_

Homeowners' Insurance Certificate [*attach certificate*]: \_\_\_\_\_

\_\_\_\_\_

Building Permit Number [*attach permit*]: \_\_\_\_\_

\_\_\_\_\_