

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
(the "Strata Corporation")

AND:

(the "Owner")

WHEREAS:

- A. The Owner is the registered owner of certain lands and premises known civically as #_____ - _____, British Columbia which is part of the complex known as "_____", and whose lands and premises are legally described as Strata Lot _____ in Strata Plan _____ (the "Strata Lot");
- B. The Strata Corporation is responsible for the control, repair and maintenance of the common property, including limited common property and the administration of the Strata Corporation;
- C. The Owner wishes to conduct the following alterations to a strata lot, the common property or the limited common property of the Strata Corporation as follows:
- _____

- (hereinafter (the "Works"); and
- D. The Strata Corporation has agreed to allow the Owner to conduct the Works, subject to the terms and conditions contained in this Agreement.

IN CONSIDERATION of the recitals, covenants and agreements contained herein, other good and valuable consideration and the sum of ONE (\$1.00) dollar, now paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, the Strata Corporation and the Owner covenant and agree as follows:

1. The Strata Corporation agrees to allow the Owner to conduct and keep, at the Owner's sole expense, the Works.
2. The Owner hereby acknowledges the common property, including limited common property, that may be affected by the Works is in a good state of repair.
3. The Owner covenants and agrees:
 - a. that the Works were done or will be done in a professional manner by properly certified trades persons;
 - b. to obtain and maintain in force "all risks" insurance for the Works, for not less than the full replacement cost and comprehensive general liability insurance respecting the use

and occupancy of the Strata Lot and any common property, including limited common property, affected by the Works

- c. to maintain, replace and repair the Works at the Owner's sole cost and expense;
- d. that the maintenance, replacement and repair of the Works must be conducted:
 - i. with due care, preparation and precautions to protect and maintain all strata lots and the common property, including limited common property and the building envelope; and
 - ii. to, at a minimum, the standard of existing structures and materials of the Strata Corporation in terms of quality and appearance;
 - iii. in accordance with the Strata Corporation's Bylaws
- 4. These conditions shall be considered permanent conditions and covenants which are binding on the Owner and subsequent owner(s) from time to time of the Strata Lot. Upon a sale of the Strata Lot, the Owner and any subsequent owners shall ensure that the purchaser of the Strata Lot agrees to accept the obligations imposed by this Indemnification Agreement
- 5. This Agreement will enure to the benefit of and be binding upon the Owner, any subsequent owner(s) of the Strata Lot and their heirs, executors, administrators and permitted assigns, each of whom will, upon becoming the owner of the Strata Lot, be deemed to have assumed all of the obligations of the Owner hereunder.
- 6. If Owner is comprised of more than one person, all covenants, agreements and undertakings on the part of the Owner contained in this Agreement will be construed as both joint and several.

IN WITNESS WHEREOF the Strata Corporation and the Owner have executed and delivered this Agreement as of the date first above written.

Owner

Owner

THE OWNERS, STRATA PLAN _____
by its authorized signatories

Strata Council Member

Strata Council Member