

# INDEMNITY AGREEMENT

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

**BETWEEN:**

**THE OWNERS STRATA PLAN LMS 2035**, a strata corporation under the Strata Property Act, S.B.C. 1998, c. 43 having an office c/o Dwell Property Management Services located at Unit #170-4311 Viking Way, Richmond, BC, V6V 2K9 (hereinafter called "STRATA").

**AND:**

\_\_\_\_\_ of \_\_\_\_\_ - 9025 216<sup>th</sup> St., Langley, British Columbia (hereinafter called "OWNER")

**WHEREAS:**

- A. The OWNER is the registered owner of certain lands and premises known civically as Unit \_\_\_\_\_, address 9025 216<sup>th</sup> St, Langley, British Columbia, which is part of the complex known as "Coventry Woods", and whose lands and premises are legally described as Strata Lot \_\_\_\_\_, Strata Plan **LMS 2035** (hereinafter called "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 to as the "Property");
- D. The STRATA has agreed to allow the OWNER to make these alterations to Property and 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, to the best of the owner's knowledge, that the Property affected by the Works, is in a good state of repair.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 or replace the Works, unless these Works were merely replacements of existing items/components (and not additions of new) as originally completed by the developer.

9. If the STRATA determines, within reason and as per professional determination, that alterations, replacement, or repairs must be made to the Works for safety, preservation, proper administration, improvement, or good appearance of the Property or limited Property, then within seven (7) business days or as may be determined reasonable by a professional, by written notice to the OWNER, the OWNER must make such reasonable alterations, replacements, or repairs, failing which, the STRATA, at the Owner's sole cost and expense, may make such alterations or repair to the Works.

10. The OWNER, and any subsequent owners, receiving the benefit of the Works must be responsible for all present and future maintenance, repairs, and replacements, increases in insurance, and any damage suffered of cost incurred by the STRATA as a result, directly or indirectly, of the Works.

11. The OWNER, and any subsequent owner, who receives the benefit of 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 against 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.

12. 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 has benefited from the Works and the said costs or expenses incurred must be charged to that owner and shall be added to the strata fees of the Strata Lot for the month next following the date upon which the cost or expense are incurred, but not necessarily paid by the STRATA, and shall become due and payable on the due date of the payment of the monthly strata fees.

13. 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.

14. Should the STRATA needs to incur any costs to process the OWNER's request in relation to the Works listed herewith, the STRATA will notify the OWNER of such costs to reconsider whether to continue on to pursue STRATA approval and to carry out such Works.

15. This Agreement will ensure to the benefit of and be binding upon the OWNER and the subsequent owner(s) from time to time of the STRATA.

16. The benefit of this Agreement may not be assigned 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 have assumed all of the obligations of the OWNER hereunder.

17. 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.

18. The voiding of any part of this Agreement by judicial, legislative, or administrative means will not void the remainder of this Agreement.

19. The waiver by the STRATA of any failure by the OWNER to conform to the provisions of this Agreement will not affect the STRATA's rights in respect of any later failure.

20. All covenants, agreements, and undertakings on the part of the OWNER contained in this Agreement will be construed as both joint and several.

21. This Agreement will ensure 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 L M S  
2 0 3 5 (“STRATA”)**  
By its authorized signatories

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Strata Council Member

\_\_\_\_\_  
Strata Council Member

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

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

**THE OWNER, STRATA LOT \_\_\_\_\_ 9025 216<sup>th</sup> St. Langley,  
STRATA PLAN LMS 2035. (“OWNER”)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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