INDEMNITY AGREEMENT FOR STRATA LOT
AND COMMON PROPERTY ALTERATIONS

(From the BC Strata Property Practice Manual, The Continuing Legal Education Society of British

The Owners, Strata Plan [_______]
(the “Strata Corporation”)

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

(1) I/we, ___________________________________________________________ the owner(s) of
strata lot _____, unit _____ [___Address__________] [___City____] British Columbia, in
consideration for the strata council’s approval of an alteration to our strata lot or the common
property of the strata development known as [__strata name if applicable___], 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) The following is a description of the 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”.]

(5) 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.

(6) 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
provide the strata council with copies of all building permits, inspection certificates, and
insurance certificates as required by the Bylaws before starting any work.
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 are liable for all costs connected to the Works, as set out in the Bylaws, and I/we will maintain and repair the Works.

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 the owner of the strata lot.

I/we agree to indemnify and save harmless the strata council of the strata corporation, the strata corporation, and the other strata lot owners of [___Strata Plan name or #___] 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 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.

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 Eldon Place on the terms set out in this agreement.

By submitting this proposal, we agree to be bound by all the terms set out in the agreement and the Bylaws.

[Notes to signature blocks: 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.]
Witness Signature:  

Owner Signature:  

Print Name: ____________________________________________________________________  

Print Name: ____________________________________________________________________  

Occupation: ____________________________________________________________________  

Date: _________________________________________________________________________  

Address: ______________________________________________________________________  

Address: ______________________________________________________________________  

Tel. No.: ______________________________________________________________________  

Date: _________________________________________________________________________  

(To Be Completed By Owner)

Contractor Name and Address: __________________________________________________________________________________________

Telephone Number: ________________________________________________________________________________________________

Business Licence Number: __________________________________________________________________________________________

WCB Registration Number: __________________________________________________________________________________________

Contractor’s Insurance Details: _____________________________________________________________________________________

Homeowners’ Insurance Details: _____________________________________________________________________________________

Building Permit Number [attach permit]: _____________________________________________________________________________