

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

*This sample is a starting point; other items to consider including in such an indemnity agreement are noted at Checklist 3.*

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

*[Name of Strata Development]*

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

- (1) I/we, [specify], the owner(s) of strata lot [specify], unit [specify], [address of strata development], [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 [name of strata development], 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 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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- (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.

- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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 *[name of 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 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.
- (11) 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 *[name of strata development]* on the terms set out in this agreement.
- (12) 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.]*

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|                   | ) |                   |
|                   | ) |                   |
| Witness           | ) | Owner             |
|                   | ) |                   |
| Print Name: _____ | ) | Print Name: _____ |
|                   | ) |                   |
| Occupation: _____ | ) |                   |
|                   | ) |                   |
| Address: _____    | ) |                   |
|                   | ) |                   |
| _____             | ) |                   |
|                   | ) |                   |
| Tel. No.: _____   | ) |                   |
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|-------------------|---|-------------------|
| Witness           | ) | Owner             |
| Print Name: _____ | ) | Print Name: _____ |
| Occupation: _____ | ) |                   |
| Address: _____    | ) |                   |
| _____             | ) |                   |
| Tel. No.: _____   | ) |                   |
|                   | ) |                   |

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**(To Be Completed By Strata Council)**

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*]: \_\_\_\_\_

\_\_\_\_\_