

Assumption of Liability Agreement

for alterations to Strata Lots and Common Property

I/we, _____, the owner(s) of unit ____ - 5300 Gainsberg Road, Bowser, 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 Lighthouse Landing Estates, do hereby agree to the following terms and conditions:

- (1) I/we have read the registered bylaws of the strata corporation (the "Bylaws").
- (2) I/we will comply with the Bylaws at all times.
- (3) I/we request that the strata council approve the following proposed alteration (the "Alteration"):

- (4) I/we agree that the strata council has the right to approve, reject, or require amendments to the Alteration at its sole discretion. The strata council will act reasonably in the exercise of its discretion to approve, reject, or require amendments to the Alteration.
- (5) If the Alteration is 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.
- (6) I/we understand that the Alteration is not covered by the strata corporation's insurance policies, and I/we warrant and represent to the strata council that the Alteration is covered under my/our condo owners' insurance policy.
- (7) I/we are liable for all costs connected to the Alteration as set out in the Bylaws and I/we will maintain and repair the Alteration.
- (8) I/we agree that if the Alteration is 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.
- (9) 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 VIS 5801 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 Alteration.

- (10) If I/we sell our strata lot, we will notify all prospective purchaser(s) that the Alteration is 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 Alteration and indemnify and save harmless the strata council, strata corporation, and strata lot owners of Strata Plan VIS 5801 on the terms set out in this agreement.
- (11) By submitting this proposal, we agree to be bound by all the terms set out in the agreement and the Bylaws.

Owner(s):

Witness:

SIGNATURE

Date: _____

Name printed: _____

SIGNATURE

Date: _____

Name printed: _____

Address: _____

Telephone # _____

SIGNATURE

Date: _____

Name printed: _____

SIGNATURE

Date: _____

Name printed: _____

Address: _____

Telephone # _____

Complete if applicable:

Contractor Name: _____

Address: _____

Telephone Number: _____

Business Licence Number: _____

WorkSafeBC Registration [*attach certificate*]: _____

Contractor's Insurance [*attach certificate*]: _____

Homeowners' Insurance Certificate [*attach certificate*]: _____

Building Permit Number [*attach permit*]: _____