

## CONSTRUCTION AGREEMENT

**BETWEEN:**

**AND:**

\_\_\_\_\_  
(please print full name(s))

Strata Corporation BCS 3437

\_\_\_\_\_  
Vancouver, B.C.

Espana

(Hereinafter called  
"THE CORPORATION")

Telephone Number: \_\_\_\_\_

(hereinafter called "OWNER(S)")

**WHEREAS "THE OWNER(S)" of the above-noted Strata Lot has requested permission from Strata Plan BCS 3437 to install:**

**and WHEREAS the Strata Council has agreed to grant permission to the owner to install (hereinafter called "THE CONSTRUCTION");**

"THE OWNER(S)" covenant and agree with "THE CORPORATION" as follows:

1. To comply with the requirements of any and all relevant Municipal Bylaws or building codes affecting "THE CONSTRUCTION" (both present and future) and to provide a copy of any building permit to the managing agent.
2. To comply with any rules or regulations adopted by "THE CORPORATION" with respect to "THE CONSTRUCTION".
3. To engage the services of firms or tradespeople who are licensed, knowledgeable and well qualified to perform all services to "THE CONSTRUCTION" which will be completed within ninety (90) days of the date of this agreement and to use materials and products of a quality equal to or better than in the original construction of the building and at all times to maintain the building in a sound structural condition.
4. To require that those performing such services first make appropriate enquiries of the maintenance staff or other designated representation of "THE CORPORATION" and, if required, of the architect, engineer or construction manager of the firm that constructed the building within which "THE CONSTRUCTION" is to be made, as to considerations to be followed in protecting the building and its utility systems from damage through the performance of such work to affect "THE CONSTRUCTION". "THE OWNER(S)" agrees that the architectural plans approved by "THE CORPORATION" may be the only ones used and that specifications contained therein will be strictly adhered to.

5. "THE OWNER(S)" will ensure that the professional contractor provides written proof of public liability insurance (minimum \$2,000,000.00) and WCB coverage, which proof shall be attached to this agreement.
6. "THE OWNER(S)" agrees that any and all construction debris will be removed from the site and any common areas traveled on will be left in a clean condition.
7. "THE OWNER(S)" agrees to insure "THE CONSTRUCTION" through the Strata Lot's insurance broker as a "betterment and improvement" for replacement value of like kind and quality.
8. "THE OWNER(S)" agrees that any construction work will not commence before the hours of 9:00 a.m. and must be completed by 5:00 p.m. (Monday - Friday), so as to minimize noise disturbance to neighbouring residents.
9. To indemnify and save harmless, forthwith upon demand "THE CORPORATION" and other owners of property within the Strata Development, from any and all costs damage, loss or liability which may occur to such parties by reason of the carrying out of work related to the construction. Without restricting the generality of the foregoing, in the case of construction requiring a shutdown of all or a portion of the water distribution services within the building, it is recognized that damages may occur as a result of the shutdown and reactivation of such system, and that "THE OWNER(S)" specifically agrees that this agreement shall apply to any such damages.
10. "THE CORPORATION" and "THE OWNER(S)" agree that any maintenance or cost in connection with the construction is hereby binding on "THE OWNER(S)", their successors and assigns. They also agree that if any future problems occur to the roof, plumbing, electrical or gas supply, foundations, party or exterior walls or any common property forming part of Strata Plan **BCS 3437** due or enhanced by "THE CONSTRUCTION" any maintenance or other costs incurred will be reimbursed by "THE OWNER(S)" or their successors and assigns.
11. "THE OWNER(S)" acknowledges the construction does not affect the unit entitlement and interest on destruction for the Strata Lot as registered in the New Westminster Land Title office under Strata Plan **BCS 3437**.
12. All work must be done in accordance with municipal building codes and provincial regulations (copies of all building permits and inspection certificates to be supplied to the Council).

Contractor Name and address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

W.C.B. Number: \_\_\_\_\_

Contractor's Insurance Agent: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Plumbing Number: \_\_\_\_\_

Electrical Permit Number: \_\_\_\_\_

Building Permit Number: \_\_\_\_\_

Final Building Inspection Number: \_\_\_\_\_

I/We shall supply a copy of the current Home Owner's Insurance Coverage (to include additional Betterment & Improvements coverage for the alteration).

Home Owners' Insurance Company: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

I/We agree to be liable for all costs connected to the alteration, as set out in the Bylaws and I/we will maintain and repair the alteration.

I/We agree to waive any liability of The Owners, Strata Plan **BCS 3437**, its agents and employees and the Strata Council, for any injury or financial loss resulting from the installation or operation/use of the alteration and for any liability and responsibility for the repair and maintenance of the alteration.

In the event of sale of the Strata lot, I/We shall notify all prospective purchasers(s) that the alteration is an owners(s) improvement, and that the repair and maintenance of the alteration is the responsibility of the new owner.

I/We agree to the above terms and conditions.

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
"THE OWNER(S)"

\_\_\_\_\_  
Member of Council, Strata Plan **BCS 3437**

\_\_\_\_\_  
"THE OWNER(S)"

\_\_\_\_\_  
Member of Council, Strata Plan **BCS 3437**