

SCHEDULE E-2

Forming Part of Sentence 1.6.2.2.(1), Division C of the Building By-law

Building Permit Number (for CoV Use)

BUILDING BY-LAW OWNER'S AND TENANT'S UNDERTAKING
[to be used when a tenant is carrying out the project]**Notes:**

- i) This letter must be submitted before issuance of a *building permit*.
- ii) In this letter the words in italics have the same meaning as in the Building By-law.

To: The *Chief Building Official*

Re:

Name of Project (Print)_____
Address of Project (Print)

In consideration of the *City* accepting and processing the above application for a *building permit* for the *project* identified above, and as required by the Building By-law, the following representations, warranties and indemnities are given to the *City* by the *owner* and by the *tenant*.

1. **[If an individual is the owner]**() I am the *owner* of the above property.**or****[If a corporation is the owner]**() _____ is the *owner* of the above property.
(Name of Corporation)**[If an individual is the tenant]**() I am the *tenant* of the above property.**or****[If a corporation is the tenant]**() _____ is the *tenant* of the above property.
(Name of Corporation)

2. The *owner* will use its reasonable efforts to require the *tenant* to comply with, and cause those employed for this *project* to comply with all applicable by-laws of the *City* and other statutes and regulations in force in the *City* relating to the development, work, undertaking or permission in respect of which this application is made.
3. The *owner* understands and acknowledges that the issuance of any *permit*, including an *occupancy permit*, or the inspection or approval or passage of work by the *City* is not a representation or warranty that any by-law has been complied with and the *owner* remains responsible at all times to use its reasonable efforts to require compliance by the *tenant*. The *owner* has read and understands Article 1.3.2.1. and Article 1.4.1.5. of Division C Book I of the Building By-law which are set out on the reverse side hereof.
4. The *owner* hereby agrees to use its reasonable efforts to require that the *tenant* does indemnify and save harmless the *City* and its employees from all claims, liability, judgments, costs and expenses of every kind including negligence which may result from the failure to comply fully with all by-laws, statutes and regulations relating to any work or undertaking in respect of which this application is made.
5. Where used herein the words "work" or "undertaking" in respect of which this application is made, the *owner* understands this to include all trade work, including but not limited to: electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated *construction*.
6. The *owner* and the *tenant* are authorized to give these representations, warranties, assurances and indemnities to the *City*.

Schedule E-2 (continued)

Building Permit Number (for CoV Use)

Project Address: _____

Owner's signature**[Where owner is an individual]**

Signed and delivered in the presence of:

Owner's Signature_____
Witness Signature_____
Owner's Name (Print)_____
Witness's Name (Print)_____
Date_____
Date_____
Phone No. and Email address_____
Witness's address**[Where owner is a corporation]**

Signed, sealed and delivered in the presence of:

Name of Corporation_____
Witness Signature_____
Per: Authorized Signatory_____
Witness's Name (Print)_____
Name (Print)_____
Date_____
Date_____
Witness's address_____
Phone No. and Email address

Schedule E-2 (continued)

Building Permit Number (for CoV Use)

Project Address: _____

Tenant's signature

[Where the tenant is an individual]

Signed and delivered in the presence of:

Owner's Signature_____
Witness Signature_____
Owner's Name (Print)_____
Witness's Name (Print)_____
Date_____
Date_____
Phone No. and Email address_____
Witness's address**[Where the tenant is a corporation]**

Signed, sealed and delivered in the presence of:

Name of Corporation_____
Witness Signature_____
Per: Authorized Signatory_____
Witness's Name (Print)_____
Name (Print)_____
Date_____
Date_____
Witness's address_____
Phone No. and Email addressReferenced Articles *below***Building Bylaw, Division C, Article 1.3.2.1. Intent**

- 2) This By-Law sets standards in the general public interest. It is enacted and retained on the understanding and specifically expressed condition that it creates no duty whatsoever on the *city*, the *Chief Building Official* or any employee of the *city* to enforce its provisions, and on the further condition that a failure to administer or enforce its provisions, or the incomplete or inadequate administration or enforcement of its provisions, shall not give rise to a cause of action in favour of any person whatsoever. The issuance of any *permit*, including an *occupancy permit*, is not a representation, warranty or statement that this By-Law or any other enactment has been complied with, and the issuance thereof in error shall not give rise to a cause of action. Accordingly, words in this By-law defining the responsibilities and authority of the *Chief Building Official* shall be construed as internal administrative directions which do not create a duty.

Building By-law, Division C, Article 1.4.1.5. Compliance with By-law and Other Enactments

- 6) The *owner* shall comply with this By-law and all other applicable enactments.
- 7) The *owner* shall ensure that all work, *construction*, or *occupancy* is carried out in accordance with this By-law and all other applicable enactments.
- 8) The *owner* shall ensure that the *occupancy* of a *building* or part of a *building* complies with the *occupancy permit*.
- 9) The issuance of a *permit*, the acceptance of plans and supporting documents submitted for a *permit*, or the making of inspections by the *Chief Building Official* shall not relieve the *owner* of a *building* from the full responsibility for carrying out the work or having the work carried out in accordance with this By-law and all other applicable enactments.
- 10) The *owner* shall ensure that all underground storage tanks on the subject property that are intended for the storage of heating oil but have not been used for over 2 years are removed and any associated contamination is remediated to the applicable standards as prescribed in the Contaminated Sites Regulation. All work must be completed in accordance with the requirements of the Vancouver Fire By-law.