

Memorandum of Understanding

THIS Agreement made the day of,

Between

HALIFAX COUNTY CONDOMINIUM CORPORATION # 276 (the "Corporation")

and

_____ (the "Owner")

WHEREAS the owner desires to install a mini-split (ductless) heat pump (60 db or less noise level) herein referred to as "Heat Pump" on the individual's exclusive use common area (balcony) at 277 Rutledge Street in Bedford, Nova Scotia

AND WHEREAS the Corporation and Owner desire to collaborate in the long-term interests of the Corporation

THE PARTIES HEREBY AGREE THAT IN CONSIDERATION of the covenants and agreements herein, the Corporation agrees to allow the Owner to install said Heat Pump in the location indicated on the attached drawing Schedule A.

This approval is based on the powers given to the Board under section 7.04 of the Declaration and under Article VIII, Section 4 of the Bylaws of Halifax County Condominium Corporation Number 276 as registered with the Province of Nova Scotia. This approval can be withdrawn with reasonable notice as covered in the above-mentioned sections.

1. Owner's covenants

The Owner hereby covenants with the Board as follows:

- 1) to obtain all necessary permits from HRM for the installation of such a Heat Pump and to have all necessary inspections including electrical carried out as required
- 2) to pay any costs incurred by the Corporation related to the failure of the owner to do a proper installation of the Heat Pump
- 3) to have all the work carried out by qualified licensed and certified tradesmen
- 4) require and receive current and valid evidence of the tradesmen's Workers Compensation (Letter of Good Standing) and Commercial General Liability insurance with limits of not less than \$2,000,000
- 5) to pay all costs associated with the installation of the Heat Pump and the ongoing upkeep, maintenance and repair to Heat Pump as may be required from time to time
- 6) to pay any costs and carry out any work necessary due to water getting into the condominium through the holes necessary for installation
- 7) to have the Heat Pump registered as an improvement and betterment under the Owner's Condominium insurance policy
- 8) to not carry out any modifications to the specifications or physical appearance of the Heat Pump or its installation location as outlined in Schedule A
- 9) to submit a final sketch from the installer 5 business days before installation is to commence

2. Corporation covenants

The Corporation hereby covenants with the Owner:

- 1) To permit the Owner, as long as he complies with the covenants, to use the Heat Pump without interference from the Corporation

3. Provisos

Provided always and it is agreed:

- (1) The Corporation may terminate this memorandum of understanding with reasonable notice and the Owner must remove said Heat Pump and repair at his expense all areas that were affected by this installation
 - (a) if the Owner breaches any of her covenants herein, and
 - (b) upon reasonable written notice to the Owner after outlining issues which the owner fails to address in a reasonable time frame

4. To Indemnify Board and Provide Insurance

As permitted in the By-Laws, Registration and Nova Scotia Condominium Act, The Owner shall hold harmless and indemnify the Corporation and The Board against all claims, demands, losses, costs, charges actions and other proceedings, including claims, actions, and awards for compensation under the *Workers' Compensation Act* or any similar Act, made or brought against, suffered by, or imposed upon the Corporation and/or The Board or its property for loss, damage or injury to any person or property including servants, agents and property of the Corporation and the Owner directly or indirectly arising out of or sustained by the installation and operation of the Heat Pump on the common areas and/or from its use.

5. Conditions on Termination

Upon the termination or surrender of this agreement, the Owner shall remove at the Owner's risk and expense the Heat Pump within ten days from the date of termination and leave the common area neat, clean, level, free of all waste material, debris and rubbish, all work to be done to the satisfaction of the Board, and the Owner shall make good all damages caused to the property of the Corporation by the removal. If the Heat Pump is not removed and the demised area is not left neat, clean, level, free of all waste material, debris and rubbish by the Owner within the period of ten days, then the Corporation may carry out the work at the expense of the Owner and the Owner shall pay to the Corporation all costs incurred in so doing.

6. Liability for Theft and Damage

The Corporation is not responsible nor liable for the theft of or damage to the **Heat Pump** (including but not limited to, any attachments, connections, head units, inside or electrical and plumbing connections whether inside, outside or embedded inside walls or cavities) at any time and from any cause of loss or destruction.

7. Liability for Liens and Charges

The Corporation is not responsible nor liable directly or indirectly for any lien, mortgage, judgement, execution or other claim or charge caused or occasioned by any party or parties, registered or charged against the Owner.

8. Terms and Renewal

(1) This Agreement shall be for an indefinite time subject to earlier termination in accordance with the terms and conditions of this Agreement

WITNESS our hands and seals.
SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Halifax County Condominium Corporation #276

Per:

Date:

Per:

Date:

Owner of Unit at 277 Rutledge Drive, Bedford, NS

Witness

Per: _____ (Written)

_____ (Signed)

Date: _____