

Date: ____/____/2020

Owner's Name:	
Community:	
Villa Number:	

To: The Community Manager
wasl Owners' Association Management Services LLC
on behalf of Gardenia Community

HOME MODIFICATION/ IMPROVEMENT UNDERTAKING LETTER

I, _____, hereby irrevocably undertake and agree on the following in respect to my proposed modification for home improvement works in the above stated property:

1. To carry out only the changes as per the approved proposal and not to carry out any changes which affect the structure of the building;
2. To ensure that the modifications/ improvements shall also comply with all applicable laws, building codes and regulations;
3. To obtain any and all necessary approvals, building permits and/or inspections before and after carrying out the modifications/ improvement and shall ensure compliance with all requirements imposed by applicable laws, building codes and regulations;
4. To ensure adequate insurance cover is placed with respect to the proposed works and in the absence of which, undertake to be solely responsible for the installation, maintenance, and rectification of any damage as a result of the proposed modification works and for all costs associated therewith;
5. I understand and agree that Gardenia Community and/or the Community Manager is not required to cover insurance relating to the modifications and improvements carried out within our plot and I indemnify and hold Gardenia Community and/or the Community Manager harmless from all claims, actions or causes of action that might arise by reason of any or all of the existence, installation, maintenance and/or repair of the modifications and improvements, including any insurance deductible;
6. In consideration of the consent and permission hereby granted for carrying out the works, I undertake and agree to assume all responsibility and to hold Gardenia Community and/ or the Community Manager free and harmless from for any damages and injuries to persons, property or otherwise which may result from the construction, installation, maintenance, repair, replacement, removal, use or continued existence of the modification/ improvement;
7. If any government authority or other utility provider requires the removal of the modifications/ improvements or if the modifications/ improvements damage or hinder any utility provider or government property or access, I shall remain solely responsible to correct or address this issue and holds Gardenia Community and/ or the Community Manager harmless from all costs and expenses attributed to addressing the same;
8. To ensure that the contractor and their staff adhere to the code of conduct and do not carry out activities or conditions which endanger the health and/or safety of the residents and other community users; and
9. In general, I shall defend, indemnify and hold harmless the Gardenia Community and/ or the Community Manager and its past, present and future directors, officers, members, agents and employees from and against any and all actual or alleged obligations, liability, liens, injuries, physical accidents, causes of action, claims, demands, damages, losses, judgments, costs, (including actual attorneys' fees), which may exist or be brought or instituted against any or all of said parties (including myself) because of, or in any manner arising from or in connection with, the above mentioned modification works including but not limited to, structural or water damage to the property, the common area, or any other properties.

Yours Faithfully,

(Owner's Name & Signature)