

CONSTRUCTION AGREEMENT



Squamish Nation as General Contractor
Construction of New Residence

Job No. _____ Lot No. _____

HOMEOWNER: _____

THIS AGREEMENT made this ____ day of _____, 20__.

BETWEEN:

SQUAMISH INDIAN BAND, as represented by
Squamish Nation Housing and Capital Projects Department,
193 Mathias Road, West Vancouver, British Columbia,
V7P 1P6 (“Squamish Nation”)

AND:

(“Member[s]”)

WHEREAS:

- A. It is not the practice of the Squamish Nation to allot possession of reserve land under section 20 of the *Indian Act*, R.S.C. 1985, c. I-5 (the “*Indian Act*”);
- B. It is the practice of the Squamish Nation to grant rights of use and occupancy to reserve lands in accordance with the the Squamish Nation Housing Policy (“**Housing Policy**”);
- C. In this Agreement the following words are defined as follows:

Term:	Meaning:
Approved Cost	◦ \$ _____
Completion Date	◦ On or before _____, 20__
Department Head	◦ Housing and Capital Projects Department Head
Housing Policy	◦ Squamish Nation Comprehensive Housing Policy approved by Council October 10, 2001

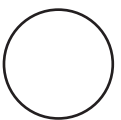
Term:	Meaning:
Lot	Civic Address: _____ _____
	o IR Lot _____ Parcel _____
	RSBC Plan # _____
Plan	o Approved Floor Plans and general specifications for Selected Model
Residence	o A residence allocated by Council Motion No. ____ passed on _____, 20____
Selected Model	o Model No. _____ _____ square feet (approximate)

- D. The Member[s] have been allocated a **Residence** by Council Motion;
- E. The Member[s] have been granted by Council Motion No. ____ passed on _____, 20____, a right to use and occupy the **Lot** for residential purposes only, pursuant to the **Housing Policy**;
- F. For greater certainty, the right of use and occupancy granted to the Member[s] by the Squamish Nation pursuant to its **Housing Policy** is not a right to possession of the **Lot** under section 20 of the *Indian Act*;
- G. The Member[s] personal right to use and occupy the **Lot** is not transferable except in accordance with the **Housing Policy**.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT,
THE PARTIES AGREE AS FOLLOWS:

CONSTRUCTION

1. The Squamish Nation agrees to construct the **Residence** on the **Lot**, in conformity with the *British Columbia Building Code* standards in effect at the date of this Agreement and to the standards of workmanship required by established industry practice. It is agreed that in administering this Agreement and discussing any questions or issues that arise as a result of this Agreement, the Squamish Nation will deal only with the Member[s] or a representative designated from time to time by the Member[s].
2. The parties agree that the Squamish Nation will select and retain all required subcontractors and make arrangements to supply all of the materials and all of the labour for the construction in accordance with a floor plan and general specifications similar to the **Selected Model**, excluding landscaping, topsoil, retaining walls and fences.



APPROVED BUDGET COST

3. The **Residence** will be constructed on the **Lot** for the budgeted **Approved Cost** to the Squamish Nation which cost is currently in the amount of (\$) Dollars. The Squamish Nation will, on request, provide the Member[s] with access to and copies of information with respect to monies spent on the construction of their Residence.
4. Construction of the **Residence** at the **Approved Cost** is subject to any cost changes made pursuant to section 5.

EXTRAS, DELETIONS, ERRORS

5. The Member[s] acknowledge and agree that:
 - (a) the main floor of the Residence will be fully finished and the crawl space in a rancher will have a wood joisting floor, whereas the basement of a two storey residence will only be roughed in with a concrete floor, with no fixtures installed, but with the entrance and stairwell fully completed;
 - (b) the following items shown on the **Plan** are not included unless specifically added as described below – i.e., all fireplaces, garages, double-entry doors, cedar shakes, exterior brick and veneer finishes and ensuites;
 - (c) if the **Residence** being constructed was allocated pursuant to the **Housing Policy**, under the *Pensioner* category, then either an additional finished ensuite bathroom or a three-piece finished bathroom in the basement is included, even if this extra bathroom is not shown on the **Plan**;
 - (d) any additions, removals, corrections, variations or price changes to the **Plan** which in total do not exceed the **Approved Cost**, will be effected only if:
 - (i) the Parties enter and initial the specific changes on the **Plan** in red ink, and
 - (ii) the Member[s] provide the **Director** with detailed written cost estimates for each and every proposed additions, removals, corrections, variations or price changes; and
 - (e) any additions, removals, corrections, variations or price changes to the **Plan**, which in total do exceed the **Approved Cost**, will be effected only if:
 - (iii) the Parties enter and initial the specific changes on the **Plan** in red ink; and
 - (iv) the Member[s] deliver to the **Director** a bank draft or money order for the total amount in excess of the **Approved Cost**, payable to the Squamish Nation.
6. If the Squamish Nation discovers an error, inconsistency or omission in the **Plan**, the Squamish Nation will immediately cease the work affected until the corrected or missing information has been provided to the Squamish Nation by the Member[s] and the **Director** has authorized recommencement of the work.

COMPLETION DATE

7. The Squamish Nation agrees to use reasonable efforts to complete the **Residence** within one year from the date of execution of this Agreement in accordance with the terms of this Agreement (the “**Completion Date**”), provided always that the Squamish Nation does not guarantee the completion or possession of the

Residence to the Member[s] on this date in the event that delays occur for which the Squamish Nation may not be responsible. Such delays include, but are not limited to: unfavourable weather, strikes, fires, shortages of material, acts of God, or any other cause beyond the control of the Squamish Nation.

ACCESS TO LOT

8. From the date of this Agreement, the Squamish Nation will have uninterrupted and exclusive possession of the **Lot**, including the right to conduct soil tests, until the Squamish Nation has completed construction of the **Residence**, provided always that the Member[s] will have the right of inspection at all reasonable times so long as there is no interruption or interference with the work of the Squamish Nation or anyone gaining access to the **Lot** under the direction of the Squamish Nation, and that the inspections are carried out in a safe manner. The Member[s] will not under any circumstances occupy the **Residence** before the initial inspection in section 9.

INSPECTIONS

9. The Squamish Nation will provide the Member[s] with not less than 30 days *Notice* advising that, on a date to be specified in the *Notice*, the **Residence** is ready for occupancy and that an initial inspection will take place on the date specified.
- (a) The Parties will inspect the **Residence** on the date specified in the *Notice* at which time, upon agreement, any omissions or deficiencies will be noted in writing.
 - (b) The Squamish Nation will use reasonable efforts to cause to be corrected all the omissions and deficiencies noted according to subsection 9(b), to the reasonable satisfaction of the Member[s], within 60 days.
 - (c) After all omissions and deficiencies have been remedied, the parties will conduct a final inspection of the Residence.

OCCUPANCY

10. After a final inspection indicates, to the satisfaction of the Squamish Nation and the Member[s], that all omissions and deficiencies have been remedied, the Squamish Nation will allow the Member[s] to occupy the Residence.
- (a) With the consent of the Squamish Nation, the Member[s] may occupy the **Residence** prior to completion of all omissions or deficiencies, so long as the Member[s] allow the Squamish Nation and its subcontractors access to the Residence to remedy any omissions or deficiencies and do[es] not carry out or cause any construction work to be carried out at the Residence before all omissions and deficiencies have been remedied. Taking occupancy by the Member[s] will be deemed to be conclusive proof that the **Residence** is complete and in full compliance with this Agreement, except for those matters noted at the time of the pre-occupancy inspection.
 - (b) Should the Member [s] not allow the required access under paragraph (b), or commence construction work in breach of paragraph (b), the Member[s] will be deemed to have waived all rights to object to, or to complain about, any omissions or deficiencies of any kind, including any warranties of any kind given by the Squamish Nation or through the Squamish Nation.

EARLY OR WRONGFUL POSSESSION BY MEMBER[S]

11. If the Member[s] occupies the **Residence**:
- (a) prior to completion of construction; or
 - (b) after completion of construction, but prior to conducting the satisfactory initial inspection referred to in section 9; or
 - (c) without the written consent of the Squamish Nation, after the initial inspection, but prior to completion of deficiencies,

the Member[s] will be deemed to have accepted the **Residence** in the condition in which it is at the time of such occupancy and will be deemed to have waived all rights to object to, or to complain about, any omissions or deficiencies of any kind, including any warranties of any kind given by the Squamish Nation or through the Squamish Nation.

WARRANTY

12. The parties agree that there shall be a one year warranty from the earlier of the date of occupation of the **Residence** by the Member[s] or final inspection of the **Residence**, in accordance with the terms of the warranty developed by the Squamish Nation under the Housing Policy. Both parties will acknowledge the terms of the warranty in writing prior to the commencement of the warranty. Member[s] will promptly give the Squamish Nation notice of observed defects and deficiencies in the **Residence** which occur during the one year warranty period. The Squamish Nation, shall promptly, at its expense, remedy any defects or deficiencies in the Residence which appear prior to and during the one year warranty period.

ADJUSTMENTS

13. All payables requiring adjustment affecting the **Lot** or the provision of the **Residence** will be adjusted and calculated as of the date of occupancy and include, but are not limited to such items as:
- (i) utility connections;
 - (ii) liability insurance
 - (iii) site preparation;
 - (iv) charges, assessments, interest;
 - (v) fire insurance premiums;
 - (vi) solicitor's fees, disbursements or any other payables.
- (a) In this Agreement, it is agreed that up to the date of occupancy, the Squamish Nation will be responsible for the payment of any utilities consumed by the Squamish Nation and that all other payables will be paid by the Member[s].

NO ASSIGNMENTS

14. No assignment of this Agreement by the Member[s] will be valid without the written consent of the Squamish Nation.

TIME ESSENCE

15. Time is of the essence, provided always that upon written agreement by both Parties the time for doing for completing, any matter provided for in this Agreement may be extended or abridged.

INTERPRETATION

16. All words in this Agreement may be read and construed in singular number instead of plural there be less than two [2] Member[s] named.
- (a) This Agreement will be deemed to bind individually, as well as severally and jointly, any and persons defined to be the Member[s].
 - (b) The masculine gender will be construed to include the feminine or a body corporate where the context of this Agreement so requires.

NOTICES

17. Any *Notice* required to be given under this Agreement will be given to either the Squamish Nation or to the Member[s] in writing and mailed to, or delivered to, the party at the address shown in this Agreement.
- (a) Any *Notice* delivered by mail will be deemed to have been received 72 hours after it has been posted in a prepaid, addressed envelope.

ENTIRE AGREEMENT

18. This Agreement, and any agreement or document approved, signed and attached hereto as allowed in section 5, will constitute the entire Agreement between the Squamish Nation and the Member[s], and there is no representation, warranty, collateral agreement, or condition affecting this Agreement other as expressed in writing in this Agreement.

BINDING EFFECT

19. This Agreement will ensure to the benefit of, and be binding upon, the Squamish Nation and the Member[s], their respective heirs, administrators, executors and successors.

IN WITNESS WHEREOF the Squamish Nation and the Member[s] have signed this Agreement before a wit in West Vancouver, British Columbia, on the date on page one of this Agreement.

Squamish Nation

per: _____
Department Head

SIGNED, in the presence of:

Member[s]

Witness

Member[s]