

DECLARATION AND INDEMNITY

Date:
Property Owner:
Address of Property Owner:
Building Permit No. (the "Permit"):
Subject Property Address (the Property):

To The Corporation of the City of Windsor, Building Department:

I/We, _____ am/are the registered owner(s) of the Property and have applied for the above-referenced Permit. In consideration of the issuance of the Permit by The Corporation of the City of Windsor, I/we hereby solemnly declare that:

1. I/we understand and agree that the Permit and all associated approvals by The Corporation of the City of Windsor with respect to the Property authorize the use of the Property for ____ separate "dwelling unit(s)", which we acknowledge is defined in the Ontario Building Code as follows:

DWELLING UNIT means a suite operated as a housekeeping unit, used or intended to be used by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities.

2. I/we will not use the Property for more than ____ separate dwelling units, unless I/we first obtain a building permit for additional dwelling unit(s), receive all required approvals from the City of Windsor, and comply with any other "applicable laws" as defined in the Ontario *Building Code Act* and the *Ontario Building Code*.
3. I/we understand that if I/we or any of my/our tenants, agents, employees, or authorized users of the Property use the Property for more than _____ separate dwelling unit(s), I/we may be subject to penalties under various municipal and provincial laws, including without limitation, the Fire Protection and Prevention Act, the Building Code Act, the Planning Act, the City's Zoning By-law, and/or the City's Property Standards By-law
4. I/we will inform any and all prospective purchasers, purchasers, and/or tenants of the Property that the Property is approved for a maximum of _____ dwelling unit(s).
5. **INDEMNITY:** I/we hereby indemnify and save harmless the Corporation of the City of Windsor, including its Mayor, Councillors, agents, officials, officers, and employees of and from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or in equity, in respect of any death, injury, loss, or damage to persons or property of any kind whatsoever that arise as a result of the use of the Property for more than ____ separate dwelling unit(s).

6. I/we ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED to the above DECLARATION, including the INDEMNITY set out in section 5. I/we am/are aware I/we am/are WAIVING CERTAIN LEGAL RIGHTS to which I/we, MY/OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES may have against The Corporation of the City of Windsor and any of the aforesaid.
7. I/we, _____, do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If the owner is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.
8. I/we am/are at least eighteen years of age and I/we make this solemn declaration for no improper purpose.

AND I/we MAKE this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Ontario *Evidence Act* and/or the *Canada Evidence Act*, as applicable.

DECLARED before me at the	)	
	)	
In the City of _____	)	
	)	
this day of , 202__.	)	_____
	)	Owner Name:
	)	
	)	_____
	)	Name:

A Commissioner, etc.