



WDC Whistler 2020
Development Corporation

2019 Home Heating Repair and Maintenance Program Updates

Dear homeowners,

The Whistler 2020 Development Corporation (WDC) would like to inform you about **updates to the Home Heating Repair and Maintenance Program** for property owners of the 174 WDC-constructed townhomes connected to the Cheakamus Crossing District Energy System (DES).

These program updates apply to property owners in the following strata developments:

- The Heights
- The Rise
- The Terrace
- Riverbend
- Whitewater

In 2018, the WDC offered a Home Heating Repair and Maintenance Program to homeowners. The WDC has recently updated this program based on feedback received from residents and neighbourhood representatives.

Updated Home Heating Repair and Maintenance Program

- To qualify for the Home Heating Repair and Maintenance Program the registered owners of at least 75 per cent of the properties in the strata corporation must sign the enclosed release form that indemnifies the WDC and the Resort Municipality of Whistler (RMOW) from future claims regarding the owner's home heating system.
- Once the signed release forms have been submitted and verified by WDC and the 75-per cent threshold per strata has been reached, \$5,000 per property will be paid directly to those owners who have signed the release.

The end date for the program is 4:30pm on November 1, 2019, after which no further applications for this program will be considered.

Tony Routley, neighbourhood appointee to the Cheakamus DES volunteer committee, has shared the following:

I am pleased to be able to say that the Cheakamus Crossing DES committee and WDC have come to an understanding we feel will work best for a majority of home owners.

Everyone concerned has worked hard and with good intentions for the past four and a half years to resolve the DES issues. I thank everyone concerned and hope you all take advantage of this offer.

To participate in the program:

1. Review and complete the enclosed release form.
2. Ensure that all owners on title for your property sign the release form.
3. Submit your completed form to your strata council, and ensure that they submit the form to WDC before **4:30 p.m. on November 1, 2019.**

Your strata council will collect and provide completed forms to the WDC.

Once 75 per cent of the homeowners in your strata complex have signed the release form, and eligibility has been verified by the WDC, a cheque of \$5,000 per property will be issued to the property owners who have signed the release form.

If you have any questions, please contact your strata council or the WDC Board.

Sincerely,

Duane Jackson, President
Whistler 2020 Development Corporation
wdc@whistler.ca

RELEASE AND INDEMNITY AGREEMENT (2019) (the “Release”)

WHEREAS property owners (the “Owners”) at Cheakamus Crossing properties (the “Properties”) consisting of 174 homes constructed by the Whistler 2020 Development Corporation (the “WDC”) have communicated that they have experienced problems and raised concerns in relation to the components of the home heating systems (the “Home Heating Systems”) located within the Properties that are connected to the Cheakamus Crossing District Energy System.

AND WHEREAS Council for the Resort Municipality of Whistler (the “RMOW”) has taken steps to assist the Owners, including providing a loan to the WDC to provide the Owners with information, guidance and other assistance in relation to the Home Heating Systems.

AND WHEREAS Council for the RMOW has resolved to loan up to a further \$870,000 (the “Funds”) to the WDC to fund repairs and maintenance of the Home Heating Systems (the “Program”) on the following terms (the “Terms”):

1. An “Eligible Strata Corporation” is:
 - (a) one of the below five strata corporations of the Properties (each of the below strata corporations is hereinafter referred to individually as the “Strata Corporation”):
 1. The Heights
 2. The Rise
 3. Riverbend
 4. The Terrace
 5. Whitewater; and
 - (b) WDC has verified that at least 75% of the strata units in the Strata Corporation are Eligible Properties, as defined below;
2. An “Eligible Property” is a strata unit in an Eligible Strata Corporation where WDC has verified that all registered owners of that strata unit have signed the Release and submitted the signed Release to WDC no later than 4:30pm on November 1, 2019;
3. One payment of \$5000 (the “Payment”) in respect of each Eligible Property will be made by or on behalf of WDC to the Payee identified in the signed Release connected with that Eligible Property.

NOW THEREFORE, in consideration of the payment of the Funds by or on behalf of **THE RESORT MUNICIPALITY OF WHISTLER to WHISTLER 2020 DEVELOPMENT CORPORATION** (hereinafter referred to together as the “**Releasees**”), to be distributed to the Payee in accordance with the Terms, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

_____ [INSERT REGISTERED OWNER(S) NAME(S)]

_____ [INSERT REGISTERED OWNER(S) NAME(S)]

(hereinafter referred to as the “**Releasor(s)**”), owner(s) of _____ [INSERT STREET ADDRESS OF STRATA UNIT], in the Province of British Columbia, does/do covenant and agree as follows:

1. The Releasor(s) for themselves, their heirs, executors, administrators, agents, successors, predecessors, affiliates, subsidiaries and assigns HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Releasees and their respective officers, officials, directors, employees, servants, agents, heirs, executors, administrators, successors, assigns and insurers of and from any and all manner of actions, causes of action, suits, debts, contracts, claims, demands and damages of any nature or kind whatsoever which the Releasor(s) ever had or now has/have or which they or their heirs, executors, administrators, agents, successors, predecessors, affiliates, subsidiaries and assigns hereinafter can, shall or may have for or by reason of or arising out of or in any way connected with anything existing up to the date of the execution of these presents for or by reason of or arising out of or in any way connected with the Home Heating Systems.
2. The Releasor(s) hereby represent(s) and warrant(s) that they have commenced no actions against either or both of the Releasees for or by reason of or arising out of or in any way connected with the Home Heating Systems.
3. The Releasor(s) further covenant to make no claims and to commence no actions in respect of the Home Heating Systems against either or both of the Releasees, or any of their respective officers, officials, directors, employees, servants, agents, heirs, executors, administrators, successors, assigns or insurers or any person or entity which may claim indemnity, damage or contribution from either or both of the Releasees.
4. If, for any reason, any actions, claims, suits, demands or judgments are brought or rendered against either or both of the Releasees for or by reason of or arising out of or in any way connected with the Home Heating Systems, the Releasor(s) agree(s) to indemnify and save harmless either or both of the Releasees or any of their officers, officials, directors, employees, servants, agents, heirs, executors, administrators, successors, assigns or insurers, including without limitation legal fees and expenses.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED that neither the payment of the Funds nor the Payment herein shall not be construed as an admission of liability on the part of either or both of the Releasees by whom liability is expressly denied.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED AND THE RELEASOR(S) ACKNOWLEDGE(S) that the facts in respect of which this Agreement is made may prove to be other than or

different from the facts in that connection now known by any of the parties or any one or more of them or believed by any of them to be true. The Releasor(s) EXPRESSLY ACCEPT(S) AND ASSUME(S) the risk of the facts being different and agree(s) that all of the terms of this Agreement shall be in all respects effective and not subject to termination or rescission be any discovery of any difference in the facts.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED AND THE RELEASOR(S) HEREBY REPRESENT(S) AND DECLARE(S) that they have read this Agreement and have had the opportunity to seek legal advice in relation to this Agreement, and hereby confirm(s) that this Agreement contains the entire agreement between the parties and that the terms of the Agreement are contractual and not merely a recital.

THE RELEASOR(S) HEREBY INSTRUCT(S) that the Payment shall be made by cheque or direct deposit payable to _____ (the "Payee") and delivered to _____ [INSERT DELIVERY ADDRESS OF PAYEE].

For Corporate Owner(s): THE SIGNATORY HEREBY REPRESENTS AND WARRANTS that they are legally authorized to execute this Agreement on behalf of the Releasor(s) and that the execution of this Agreement fully binds the Releasor(s) to all responsibilities and obligations contained within this Agreement.

IN WITNESS WHEREOF the Releasor(s) has/have hereunto affixed their signatures this ____ day of _____, 2019.

SIGNED)	
in the presence of:)	
)	
)	
_____)	
Witness's Signature)	
)	_____
_____)	[Owner's Signature]
Witness's Name (<i>please print</i>))	
)	_____
_____)	[Owner's Name (please print)]

If more than one owner:

SIGNED)	
in the presence of:)	
)	
)	
_____)	
Witness's Signature)	
)	_____
_____)	[Owner's Signature]
Witness's Name (<i>please print</i>))	
)	_____
_____)	[Owner's Name (please print)]