

ELECTRIC VEHICLE CHARGING STATION PERMITTING AGREEMENT

THIS ELECTRIC VEHICLE CHARGING STATION PERMITTING AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 20__ by and between The Snowdens Mill Homeowners Association (“SMHOA”) and Snowdens Mill Townhome HOAs 1 and 2 (“SMHOA TH”), both Maryland entities , and, _____ (“Owner”).

WHEREAS, Owner is the owner of _____ (“Lot). The Lot is located within SMHOA and SMHOA TH.

WHEREAS, SMHOA, SMHOA TH, and _____ desire to enter into this Agreement to allow the Owner to install an electric vehicle charging station (the “Charging Station”) on SMHOA TH common area, on the Owner’s assigned parking space (“Licensed Area”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, SMHOA, SMHOA TH, and Owner hereby agree as follows:

1. SMOHA TH grants the Owner a revocable license to install a Charging Station in the Licensed Area.
2. The Owner must submit a SMHOA property improvement request with details on how/where the Charging Station will be installed and what equipment will be utilized.
3. In general, the Owner must choose the smallest watertight box possible and placement should be in the most inconspicuous location. Its placement should not interfere with egress or maintenance. The receptacle must be secured by a lock to prevent access by anyone other than the Owner or his immediate family.
4. The Owner must list SMHOA and SMHOA TH as additional insureds on the Owner's home insurance policy (with a right to be provided notice if the policy is ever cancelled). A certificate of insurance policy must be provided at the time this Agreement is signed.
5. The Owner must have a \$1,000,000 umbrella liability coverage policy naming the SMHOA and SMHOA TH as additional insureds (with a right to be provided notice if there is a lapse in the policy). A copy of the certificate of insurance policy must be provided to the SMHOA and SMHOA TH at the time this document is signed.
6. A licensed, insured electrical contractor must install the Charging Station. A suitable GFCI breaker must be installed in the Charging Station circuit. The installation must be certified as safe by the same electrician through a written and signed statement. Owner shall be responsible for obtaining any and all necessary permits or approvals for the Charging Station installation.

7. Owner shall ensure that the installation shall be performed only on Monday-Friday during times and days acceptable to the SMHOA and SMHOA TH, but no earlier than 9:00 a.m. and no later than 4:30 p.m.
8. All wiring to the Charging Station must be installed underground, at sufficient depth so that it is not visible, and as otherwise required by law. Electricity from the Owner's home shall be the sole power source to the Charging Station. Owner may not connect to any electrical source on the SMHOA TH's or SMHOA's property or any other home other than the Owner's Lot/home.
9. The Owner must maintain the Charging Station in good working condition, and have it inspected biennially (every 2 years) by a licensed electrician. Copies of the inspection report should be forwarded to the SMHOA and SMHOA TH. If the box is found to be in poor working condition, the power to the box must be disconnected until corrected.
10. Unless otherwise agreed to by the SMHOA and the SMHOA TH, this agreement shall terminate upon the sale of the Lot or upon transfer (voluntary or involuntary) of the property. The Owner must agree to disclose the Charging Station to prospective buyers. buyers must agree to terms specified in this Agreement or this Agreement will be terminated, and the Charging Station must be removed, and the parking spot and SMHOA TH property returned to its original condition.
11. Upon termination of this Agreement for any reason whatsoever, Owner agrees, at its own expense, to completely remove the Charging Station, including all wiring, and return the Licensed Area to the condition in which it was prior to the installation of the Charging Station, unless otherwise agreed to in writing by the parties.
12. Owner shall indemnify, defend and hold harmless the SMHOA and SMHOA TH, their management agents, directors, and officers, for any and all liabilities (and/or allegations of liabilities), damages, claims, or injuries arising from this Agreement or caused by the acts or omissions of Owner or her contractors arising out of the work or the Charging Station. Owner, for herself, her heirs, successors, representatives, assigns, and anyone else who might have a claim by reason of Owner's injury or death, hereby knowingly and intentionally release and hold harmless the SMHOA and SMHOA TH, their employees, management agents, directors, and officers, from each and every right, liability, debt, suit, contract, agreement, judgment, claim, demand and cause of action, known and unknown, foreseen and unforeseen, whatsoever, in law or in equity, that she has or may have against the SMHOA and SMHOA TH upon or by reason of any matter, cause or thing relating to and/or arising out of the work or the Charging Station, whether foreseeable or unforeseeable, including from injury, paralysis, or death to Owner, or any other person, or to the Lot, arising out of the work or the Charging Station, including the failure of the Charging Station to work properly.
13. The owner agrees to restore or repair all portions of the SMHOA or SMHOA TH common areas which may have been disturbed or damaged due to the installation/presence of the charging station, including the re-sodding of grass and

repairing curbs, sidewalks, or asphalt, as appropriate, to a substantially similar condition, or better, as how they existed prior to the commencement of the installation or presence of the Charging Station. If Owner fails to perform the required restoration or repairs, after reasonable notice to the Owner, the SMHOA and SMHOA TH may undertake the restoration or repairs and hold the Owner responsible for the resulting costs. In addition to any other rights the SMHOA and SMHOA TH may have under law, if Owner fails to pay for any costs incurred by the SMHOA and SMHOA TH under this paragraph, said costs will be assessed to Owner's assessment account and collected in the same manner as an assessment.

14. Neither SMHOA nor SMHOA TH is responsible for any damages to the box/charger by any work that is being conducted around any part of the charger circuit/receptacle or charger.

15. If the Owner fails to comply with this Agreement as determined by either the SMHOA or SMHOA TH, the Owner must immediately disconnect and secure or remove the receptacle at the request of either the SMHOA or SMHOA TH.

16. The Owner is solely responsible for any legal costs incurred by the SMHOA or SMHOA TH to enforce this Agreement against said Owner.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date first written above.

Snowdens Mill HOA BOD

By: _____
Name:
Title: President

Snowdens Mill HOA TH BOD President TH TH2

By: _____
Name:
Title: President

Townhome Owner

By: _____ Name: