

**ELECTRIC VEHICLE CHARGING STATION
INSTALLATION, MAINTENANCE, AND INDEMNIFICATION AGREEMENT**

This Electric Vehicle Charging Station Installation, Maintenance, and Indemnification Agreement (“**EV Charging Station Agreement**”) is entered into this _____ day of _____, 20____, by and between the WHITTIER COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation (the “**Association**”), and its successors and assigns, and _____, and his/her respective successor in interest (the “**Lot Owner**”).

WHEREAS, the Lot Owner is the fee simple owner of _____, Frederick, Maryland 21702 (the “**Subject Property**”), a property located in Whittier Community Association, Inc.; and

WHEREAS, the Board of Directors has assigned the exclusive right to use the parking space identified in architectural approval modification request attached hereto as Exhibit “A”, and made a part hereof, to the Subject Property for use by the Owner or tenant thereof, which is a Common Area parking space (the “**Assigned Common Area Parking Space**”); and

WHEREAS, the Whittier Community Association, Inc. is an incorporated homeowners association by virtue of the execution and recordation of its Declaration of Covenants, Conditions and Restrictions dated December 22, 1989, and recorded among the Land Records of Frederick County, Maryland (“**Land Records**”) in Liber 1613, Folio 0491 *et seq.* (the “**Declaration**”), and the By-Laws of the Association (the “**By-Laws**”), and Rules and Regulations of the Association; and

WHEREAS, the Whittier Community Association, Inc. (the “**Association**”) was formed by filing Articles of Incorporation with the Maryland State Department of Assessments and Taxation on December 29, 1989; and

WHEREAS, the Lot Owner and the Subject Property are bound by and subject to operation and effect of the Declaration, By-Laws, Articles of Incorporation and any Rules and Regulations of the Association (collectively, the “**Governing Documents**”); and

WHEREAS, Article I, Section 2 of the Declaration defines the Common Area to mean “all real and personal property thereon now or hereafter owned or leased by the Association or otherwise held for the common use and enjoyment of the owners”; and

WHEREAS, Article II, Section 1(d) of the Declaration grants the Association with a right to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon; and

WHEREAS, Article II, Section 1(e) of the Declaration grants the Association with a right to provide for the exclusive use by certain Members of the designated parking spaces within the Common Area; and

WHEREAS, Article V, Section 1 of the Declaration, Article XII, Section 3(h) of the Declaration, and Article VII, Section 2(h) of the By-Laws provide that the Association shall maintain and keep in good order the Common Area; and

WHEREAS, Article VI, Section 1 of the Declaration provides, generally, that the Association shall be responsible for the effective management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities, and common landscaped areas), and shall keep in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof and the Community Standard; and

WHEREAS, Article IX, Section 2(a) of the Declaration provides that no building, fence, wall or other structure shall be constructed, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the Property as approved by the Board of Directors of the Association or a corporate entity represented by three (3) corporate employees (“**Architectural Control Committee**”); and

WHEREAS, Article X, Section 14 of the Declaration prohibits the any wire, cable or other similar transmission line from being attached to the exterior of any structure on any Lot; except for such items as installed by a utility company and cannot be buried and/or hidden from view; and

WHEREAS, Article X, Section 17 of the Declaration provides that all Owners and occupants shall abide by the By-Laws of the Association and any rules and regulations adopted by the Association; and

WHEREAS, Article XII, Section 1 (a) of the Declaration provides that the affairs of the Association shall be managed by a Board of Directors; and

WHEREAS, Article XII, Section 2(a) of the Declaration and Article VII, Section 1(a) of the By-Laws vest the Board of Directors of the Association with the authority to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, Article XII, Section 2(h) of the Declaration and Article VII, Section 1(h) of the By-Laws vest the Board of Directors with the authority to exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the By-Laws or the Declaration or the Articles of Incorporation; and

WHEREAS, the Board of Directors previously adopted Policy Resolution for Assignment of Parking Space Use effective January 16, 2001, which assigned the exclusive use of certain Common Area parking spaces to non-garage homes for use by the Owner or such Owner's tenant, guest and/or invitee, including the Assigned Common Area Parking Space; and

WHEREAS, Section 11-111.4 of the Real Property Article of the Annotated Code of Maryland defines the term "**electric vehicle recharging equipment**" as property in the State that is used for recharging motor vehicles propelled by electricity; and

WHEREAS, Section 11B-111.8 of the Maryland Homeowners Association Act concerns the installation of electric vehicle recharging equipment on a Lot Owner's deeded parking space and/or assigned parking space on the common area of a homeowners association and, requires the Lot Owner to agree to and comply with certain conditions as part of the approval process thereof; and

WHEREAS, Section 11B-111.8(b)(2) of the Real Property Article of the Maryland Code provides that a recorded covenant or restriction, a provision in a declaration, or a provision in the bylaws or rules of a homeowners association is void and unenforceable if the covenant, restriction, or provision effectively prohibits or unreasonably restricts the installation or use of electric vehicle recharging equipment in a lot owner's deeded parking space or a parking space that is specifically designated for use by a particular owner; and

WHEREAS, the Lot Owner desires to install an electric vehicle charging station and appurtenant hardware, outlet (if applicable), electrical wiring and other related improvements (collectively, the "**EV Charging Station**") for the purpose of charging an electric vehicle in Assigned Common Area Parking Space which is identified in the submitted architectural modification request ("**AC Application**") for the approval of the same; and

WHEREAS, the EV Charging Station will be located within the limits of the Assigned Common Area Parking Space, however, the installation of the EV Charging Station will require modifications to and use of portions of the Common Areas of the Association; and

WHEREAS, Article VI, Section 1 of the Declaration provides, generally, that the Association shall be responsible for the effective management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities, and common landscaped areas), and shall keep in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof and the Community Standard; and

WHEREAS, as a condition to the approval of the installation of the EV Charging Station and in accordance with Section 11B-111.8 of the Maryland Homeowners Association Act, the Lot Owner acknowledges and agrees that the Lot Owner is responsible for performing all items of maintenance, repair and/or replacement of the EV Charging Station as well as removal of the same, and, for the costs of insurance applicable to the EV Charging Station, and for the costs of any items of maintenance, repair and/or replacement of any affected portions of the Common Areas as a result of the installation, maintenance, repair, removal and/or use of the EV Charging

Station; and

WHEREAS, as set forth herein, the Lot Owner expressly consents to be assessed for the costs of any alterations, additions, and/or improvements to the Common Area charged to and/or incurred by the Association and relating to the installation, maintenance, repair, removal and/or use of the EV Charging Station; and

WHEREAS, notwithstanding the provisions of the Declaration, as a further condition of approval of the installation of the EV Charging Station, Lot Owner acknowledges and agrees that Lot Owner is solely responsible for the costs of any electricity charges incurred as a result of the installation, maintenance, repair, removal and/or use of the EV Charging Station, and the same shall not be a Common Expense of the Association; and

WHEREAS, in accordance with the Resolution of the Board of Directors adopting the Policy and Procedures Relative to Electric Vehicle Charging Stations – Electric Vehicle Charging Station Installation, Maintenance, and Indemnification Agreement, execution of this EV Charging Station Agreement is a condition precedent to the approval of the installation of the EV Charging Station within the Assigned Common Area Parking Space, and the alteration and use of portions of the Common Areas to accomplish the same, by the Architectural Control Committee; and

WHEREAS, the Architectural Control Committee has approved the installation of the EV Charging Station subject to compliance by the Lot Owner with the approved AC Application and the provisions set forth in this EV Charging Station Agreement: and

WHEREAS, moreover, the Association desires, and the Lot Owner is willing to grant to the Association, a representation from the Lot Owner that all local, State and federal laws have been and will continue to be complied with concerning the EV Charging Station, that the Lot Owner shall comply with the obligations set forth in this EV Charging Station Agreement, and Lot Owner agrees to indemnify the Association for claims and damages which may arise in relation to the EV Charging Station including, but not limited to, reasonable attorneys' fees; and

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is incorporated in and made a substantive part hereof, the sum of One Dollar and no cents (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association does hereby grant to the Lot Owner the right to install the EV Charging Station upon the terms and conditions contained herein:

1. Applicability of EV Charging Station Agreement; Granting of Right to Install the EV Charging Station.
 - a. This EV Charging Station Agreement shall apply only to the Association, the Lot Owner and his/her successors and assigns, and the EV Charging Station as described herein.
 - b. The EV Charging Station shall be installed in the Assigned Common Area Parking Space, and further, may require alterations and modifications to the Common Area

sidewalk, installation of a separate outlet (if applicable), and the running of electrical wiring from the Assigned Common Area Parking Space under the Common Areas to connect to the electrical meter and panel serving the Subject Property. Lot Owner shall submit detailed construction plans and drawings (the “**Plans and Specifications**”) showing the locations of the installation of the charging equipment, electrical outlet (if applicable), and placement of the electrical wiring serving the EV Charging Station under the Common Areas of the Association, to the Architectural Control Committee as part of his/her AC Application. A copy of the approved AC Application and all Plans and Specifications are attached hereto as Exhibit “A” and made a part hereof. The affected portions of the Common Areas (both the Assigned Common Area Parking Space and Common Areas) as shown on the Plans and Specifications are referred to herein as the “**EV Use Area**”.

c. The Association hereby grants to Lot Owner, and its respective agents, and contractors the right to install the EV Charging Station within the EV Use Area subject to the terms and conditions set forth in this EV Charging Station Agreement, the Governing Documents, and applicable law, for the sole and limited purpose of allowing the Lot Owner to charge his/her electric vehicle from the Assigned Common Area Parking Space, and for no other purpose.

d. Lot Owner acknowledges that the Association has given its consent to the installation of the EV Charging Station by the Lot Owner and granted use of the EV Use Area for the purposes of installing and using the EV Charging Station by the Lot Owner. As such, Lot Owner acknowledges and agrees that he/she shall have no additional property or other interest in the area comprising the EV Use Area over and above the Lot Owner’s property interest in common with all other Owners as set forth in the Governing Documents. Lot Owner hereby acknowledge and agrees that no claim of adverse possession with respect to the property and air space comprising the EV Use Area exists or shall exist in the future.

e. Lot Owner acknowledges and agrees that the approval and installation of the EV Charging Station shall in no way act to diminish any easement rights or rights of access granted to the Association by virtue of the Maryland Homeowners Association Act, the Governing Documents, and/or other applicable laws on, over and/or across the Assigned Common Area Parking Space and/or any other portion of the Common Area.

f. Lot Owner acknowledges that installation of the EV Charging Station does not unreasonably impede the normal use of an area outside the Lot Owner's Assigned Common Area Parking Space and its installation is reasonably possible in accordance with Section 11B-111.8 of the Maryland Homeowners Association Act.

g. The Lot Owner hereby agrees and acknowledges that the installation and continuing use of the EV Charging Station shall be subject to the Maryland law, the Governing Documents and any reasonable Rules and Regulations adopted by the Board, from time to time, pertaining to electric vehicle charging stations.

h. The Lot Owner agrees to comply with all relevant building codes and safety standards to maintain the safety of all users of the Common Area and the Association’s architectural standards for the installation of the EV Charging Station and any electric vehicle recharging equipment.

2. Compliance with Applicable Law and Manufacturer's Specifications. Lot Owner hereby represents that with respect to the EV Charging Station, any and all applicable local, State and federal laws have been and will continue to be complied with, specifically including but not limited to, obtaining any necessary Frederick County, Maryland building permit(s) prior to the installation of the EV Charging Station. Further, Lot Owner hereby represents and warrants that the EV Charging Station will be installed and maintained in accordance with any manufacturer's specifications and guidelines.

3. Installation of the EV Charging Station.

a. The Association hereby consents to the Lot Owner's installation of the EV Charging Station within the EV Use Area for use of charging an electric vehicle in the Assigned Common Area Parking Space, upon the following conditions:

(i) All Plans and Specifications pertaining to the installation of the EV Charging Station in the EV Use Area shall be submitted to and approved in writing by the Architectural Control Committee for the Association, prior to commencement of any work.

(ii) The Architectural Control Committee may retain the services of a licensed electrician, electrical engineer and/or utility company to review the Plans and Specifications submitted as part of the AC Application, and any and all costs for the retention of such services by the Association shall be the sole responsibility of the Lot Owner.

(iii) A licensed engineer, electrical engineer and/or utility company shall confirm that the Lot Owner's electrical system is capable of handling the additional electrical charge generated by use of the EV Charging Station.

(iv) Lot Owner agrees that the design and installation of the EV Charging Station shall, at all times, remain in compliance with all federal, State, city and/or local laws, and the Governing Documents and further, shall strictly conform to the Plans and Specifications set forth in the approved AC Application. If the Plans and Specifications require modification, Lot Owner agrees to obtain the written approval of the Architectural Control Committee prior to the commencement of any work not set forth in the approved AC Application.

(v) The Lot Owner shall, at all times, utilize the services of properly licensed contractors and electricians to install the EV Charging Station which contractor(s) shall be approved by the Board of Directors in writing prior to the commencement of any work. Copies of such licenses must be provided to the Association's office prior to the commencement of construction of the EV Charging Station.

b. Any contractor and/or electrician shall minimize interference with the operation of the Common Area parking lot and sidewalks during the installation of the EV Charging Station, and further, shall provide at least twenty-four (24) hours' notice to the Board of Directors of any interference with the use of the Common Area parking lot, sidewalks and/or roadways by owners and/or residents of the Association including, but not limited to, temporary

blocking of access lanes or parking spaces other than the Assigned Common Area Parking Space appurtenant to the Subject Property.

c. Lot Owner shall ensure that any contractor(s) and/or electricians any other person performing work in connection with the installation of the EV Charging Station, comply with the Association's Rules and Regulations, and further, shall require each contractor to submit a copy of the contractor's liability insurance certificate to management and identify the Association as an additional insured.

d. In the event that during the course of work set forth in the approved AC Application, the Lot Owner, their contractors, and/or agents, cause damage to real or personal property of the Association or of its members, the Lot Owner shall promptly remedy such damages and repair such damaged property to a condition similar to that which existed before the damage was caused or resulted. In the event the Lot Owner fails to do so in a timely manner, the Association may proceed to repair the damage and hold the Lot Owner responsible for the amounts of such repair. Said amounts shall be collectible in the same manner as an assessment as set forth in the Declaration and By-Laws.

e. Lot Owner shall not have the right to use any electrical outlet or electrical wiring which serves the Common Area of the Association and for which such electrical usage is charged to the Association as a Common Expense. Any and all electrical wiring for service to the EV Charging Station must be connected to the Lot Owner's separate electrical meter serving his/her Lot and said Lot Owner shall pay all electrical usage charges for such EV Charging Station directly to the utility company.

4. Maintenance of the EV Charging Station; Costs. Lot Owner shall maintain, repair, and replace the EV Charging Station and related improvements installed in any portion of the Assigned Common Area Parking Space, and/or other Common Area of the Association, in accordance with the manufacturer's guidelines and the costs thereof be the sole responsibility of the Lot Owner without contribution by the Association. In addition, to the extent that any portion of the EV Use Area, any other portion of the Common Areas, or the Assigned Common Area Parking Space is damaged as a result of the installation, maintenance, repair, removal, replacement and/or use of the EV Charging Station, Lot Owner shall be solely liable for the costs thereof. Pursuant to Section 11B-111.8(d)(2) of the Maryland Homeowners Association Act and in accordance with Article VI, Section 1 of the Declaration, the Lot Owner expressly consents to being assessed for the costs and other charges incurred by the Association due to any alteration, addition and/or improvement made to the Common Area of the Association which are for the exclusive benefit of Lot Owner in connection with the installation, maintenance, repair, removal, and/or use of the EV Charging Station. Furthermore, Lot Owner expressly agrees to pay for any charges incurred for electricity consumption resulting from the installation, maintenance, repair, removal, and/or use of the EV Charging Station.

5. Insurance. In connection with the operation of the EV Charging Station, the Lot Owner shall maintain a policy of insurance coverage for the EV Charging Station, naming the Association as an additional insured on such policy, and provide a copy of such certificate of insurance to the Association. The Lot Owner shall reimburse the Association for the cost of any

increased insurance premium on the Association's master insurance policy attributable to the Lot Owner's EV Charging Station and any electric vehicle recharging equipment. Notwithstanding the foregoing, in the event the Lot Owner fails to obtain and maintain said policy, the Lot Owner shall nonetheless be liable for all damages arising out of the installation, maintenance, repair, removal, and/or use of the EV Charging Station. Lot Owner agrees to provide the Association with proof of said insurance policy.

6. Repair and Replacement Due to Casualty Damage. In the event the EV Charging Station is damaged by fire or other casualty, Lot Owner agrees and acknowledges he/she is solely responsible for the repair and/or replacement of the EV Charging Station, and further, must obtain architectural approval prior to performing any such repair and/or replacement thereof.

7. Removal of the EV Charging Station. As set forth in Paragraph 11 of this EV Charging Station Agreement, Lot Owner shall be responsible for the removal of the EV Charging Station (at his/her sole cost and expense), and restoration of the EV Use Area and any affected portions of the Common Areas and the Assigned Common Area Parking Space to the same condition as existed prior to installation of the EV Charging Station at Lot Owner's sole cost and expense. Removal of the EV Charging Station shall be required immediately upon the termination of this EV Charging Station Agreement.

8. Indemnification Provision. Lot Owner agrees to indemnify, hold harmless, release, acquit and forever discharge the Association, the Board of Directors, the Architectural Control Committee, and all Association members, officers, employees, successors and assigns, from and against any and all claims, actions, damages, liability, expenses, costs and/or reasonable attorney's fees which the Association, the Board of Directors, the Architectural Control Committee, and/or Association members, officers, employees, successors and/or assigns may incur in connection with any and all injuries to or death of persons or damage to real property (including, without limitation, to any portion of the Common Area or Lots) or personal property caused by or in connection with, in any manner, the EV Charging Station. The provisions of this Paragraph 8 shall survive termination of this EV Charging Station Agreement.

9. Waiver of Liability; Emergency.

a. Lot Owner hereby waives any claims for damages or otherwise against the Association and its members, Board of Directors, officers, employees, successors and assigns which may arise out of or relate to the installation, maintenance, repair, replacement and/or use of the EV Charging Station unless the same is caused by the willful misconduct or gross negligence of the Association.

b. The Association shall not be held liable for any damage to the electric vehicle or the EV Charging Station resulting from any charging related activities by the Lot Owner or any other use of the EV Charging Station.

c. The Association shall not be liable for any failure of or reduction in the level of electrical service to the EV Charging Station and/or the Assigned Common Area Parking Space.

d. In the event of an emergency, the Board of Directors shall have the right and authority to disconnect the EV Charging Station if, in the sole opinion of the Board of Directors, the same is necessary to protect persons or property from damage including, without limitation, damage to the EV Charging Station. In no event shall the Association and its members, Board of Directors, officers, employees, successor and assigns, be held liable for any damage to either the EV Charging Station or the electric vehicle which may be damaged as a result of the disconnection of the EV Charging Station or, failure of the Board of Directors to disconnect said EV Charging Station.

10. Default. If Lot Owner defaults in any obligation under this EV Charging Station Agreement, Lot Owner agrees that the EV Charging Station approval may be rescinded upon notification by the Association to the Lot Owner within thirty (30) days of a default without cure. Notice shall be hand-delivered to the Lot Owner or sent to the Lot Owner at the address reported by the State Department of Assessments and Taxation. Further, the Association may pursue any other remedies legally available at law.

11. Termination.

a. This EV Charging Station Agreement shall be null and void and terminate upon the occurrence of any of the following:

- (i) the EV Charging Station is removed from the property;
- (ii) the Association terminates this EV Charging Station Agreement as a result of any default by the Lot Owner under this EV Charging Station Agreement; or
- (iii) the Association, nor any successor entity, exists.

b. Further, at the option of the Association, this EV Charging Station Agreement may be voided by the Association in the event the Lot Owner no longer owns an electric vehicle requiring the use of the EV Charging Station, or, if in the reasonable opinion of the Board of Directors, the EV Charging Station poses a potential threat to the safety of the owners and residents of the Association or any portion of the Association.

12. Authority to Sign. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13. Miscellaneous.

a. This EV Charging Station Agreement constitutes the entire agreement between the parties relating to the subject matter set forth in this EV Charging Station Agreement, and none of the parties is, or shall be deemed to be, bound by any other promise, covenant, and/or representation relating to the subject matter (other than the approved AC Application), unless the same has been reduced to writing and executed and delivered by the party sought to be bound.

b. This EV Charging Station Agreement shall run with and bind the Subject

Property and Assigned Common Area Parking Spaces and shall be binding on all future owners of the Subject Property and Assigned Common Area Parking Space, including all successors, heirs and assigns of the Subject Property.

c. Lot Owner agrees to deliver a copy of this EV Charging Station Agreement to any person or entity who may subsequently purchase the Subject Property or lease the Subject Property. Further, Lot Owner agrees to deliver a copy of this EV Charging Station Agreement to any real estate agent or other person assisting in the sale or rental of the Subject Property.

d. In addition to any other requirements set forth in this EV Charging Station Agreement, the assignment of this EV Charging Station Agreement to a subsequent purchaser of the Subject Property is contingent on the assignee thereto executing a written counterpart to this EV Charging Station Agreement, in form and substance reasonably satisfactory to the Association, in which, among other things, the assignee agrees to assume all of the obligations of the Lot Owner and his/her successors and assigns, in this EV Charging Station Agreement.

e. This EV Charging Station Agreement shall be recorded among the Land Records of Frederick County, Maryland at the sole expense of the Lot Owner.

f. The parties and their respective successors and assigns shall, from time to time, execute and deliver such instruments of further assurances or confirmation, in recordable form, as may be reasonably necessary to perfect, complete and confirm the easements or other obligations created herein; provided, however, that the same shall be at no cost or expense to the non-requesting party.

g. The parties hereto agree that all restrictions, terms, agreements, requirements, easements, conditions, covenants and reservations imposed by the Association's Declaration, By-Laws and Rules and Regulations, and any amendments thereto, shall continue to apply to the Lot and shall remain in full force and effect.

h. This EV Charging Station Agreement shall be governed by the laws of the State of Maryland, regardless of which law might be applicable under the relevant choice-of-law principles.

i. Should any court determine that any provision of this EV Charging Station Agreement is void or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

j. This EV Charging Station Agreement may only be modified or amended if done so by the parties or their respective successors and assigns, in writing.

k. No portion of this EV Charging Station Agreement shall be interpreted for or against either party because that party drafted all or a portion of this EV Charging Station Agreement.

l. The captions of this EV Charging Station Agreement are inserted only for

the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this EV Charging Station Agreement or any part hereof. The Explanatory Statement in this EV Charging Station Agreement forms a substantive part of this EV Charging Station Agreement.

m. Other than as set forth in this EV Charging Station Agreement, in the event either party to this EV Charging Station Agreement is required to file a legal action due to a breach hereof, the costs of said action, including, but not limited to, all attorneys' fees actually incurred, shall be paid to the prevailing (or substantially prevailing) party by the non-prevailing party.

n. Time is of the essence in the performance of all obligations under this EV Charging Station Agreement.

o. This EV Charging Station Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document, provided, however, that this EV Charging Station Agreement shall not be effective unless and until the parties named herein shall have executed this EV Charging Station Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Electric Vehicle Charging Station Installation, Maintenance, and Indemnification Agreement effective the day and year first above written.

WITNESS/ATTEST:

**WHITTIER COMMUNITY ASSOCIATION,
INC.**

By: its Board of Directors

By: _____
Name:
Title: Secretary

By: _____ (SEAL)
Name:
Title: President

WITNESS:

LOT OWNER:

_____ (SEAL)
Name:

Date: _____

EXHIBIT “A”

EV USE AREA

[See Attached Approved AC Application with Plans and Specifications]