

Bayview Condominium Association

Electric Vehicle Charger Agreement

1. **Purpose.** **Bayview Condominium Association** and the owner of the condominium unit named below ("Homeowner") desire to establish a maintenance agreement for the exclusive use electric vehicle charger installed in the condominium unit's assigned parking space(s) as required by Civil code 4745.

2. **Owner Requirements.** Owner agrees to:

- a. Meet applicable health and safety standards and requirements imposed by state and local authorities as well as all other applicable zoning, land use or other ordinances, or land use permits (Civ. Code §4745(c)).
- b. Obtain HOA approval and agree in writing to the following (Civ. Code §4745(f)(1)):
 - i. **Architectural Standards.** Comply with the association's architectural standards to follow the existing conduit brackets where possible.
 - ii. **Conduit.** Any new conduit must be 2" to allow future homeowners the ability to share any conduit installed pursuant to this Agreement. Homeowner may seek, from future homeowner(s) utilizing said conduit, contribution from their expenses, but the homeowner is not obligated to contribute or is the Association obligated to enforce or intervene on behalf of the Homeowner for any such contribution.
 - iii. **Licensed Contractor.** Use a licensed contractor to install the station.
 - iv. **Insurance.** Within 14 days of approval, provide a certificate of insurance that names the common interest development as an additional insured under the homeowner's insurance policy.
 - v. **Utility Costs.** Electrical power is to come from Homeowner's electrical service and they are responsible to pay for electricity usage associated with the station.
 - vi. **Permit.** Any work must be permitted by the City.
 - vii. **Safeguarding.** Homeowner is responsible for the safeguarding of their charging station. The Association will not be involved with others interfering with Homeowner's EV charging station, installation, maintenance, or use.

3. **Duties & Liability.** The Homeowner, and each successive homeowner, of the EV charging station shall be responsible for all of the following (Civ. Code §4745(f)(2)):

- a. **Damage.** Damage to the station, common areas, exclusive common areas, or adjacent units resulting from the installation, maintenance, repair, removal, or replacement of the station.
- b. **Maintenance.** Maintenance, removal, repair, and replacement of the electric vehicle charging station until it has been removed from the common area or exclusive use common area.
- c. **Electricity.** Electricity associated with the station.
- d. **Disclosure.** Disclosing the EV charging station to buyers and the related responsibilities of the homeowner.
- e. **Insurance.** Maintain an umbrella liability coverage policy in the amount of one million dollars (\$1,000,000) covering owner's obligations and naming the HOA as an additional insured under the policy with a right to notice of cancellation (Civ. Code §4745(f)(3)).

4. **Board grants** exclusive use of common areas to a Homeowner to run utility lines and install panels in the common areas for charging stations in a homeowner's parking space.

5. **Miscellaneous.** This agreement shall be governed by and construed in accordance with California law. This agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Any handwritten changes to the above provisions of this agreement shall render the agreement immediately null and void.

Bayview Condominium Association

Signature:

Name: David R Behling, Association Manager

Date:

Homeowner

Signature:

Print Name:

Date: