

RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

Park East Square HOA  
1075 Monroe Drive  
Boulder, CO  
80303

Above space reserved for Recorder's use

**ELECTRIC VEHICLE CHARGING SYSTEM MAINTENANCE, LICENSE AND INDEMNITY  
AGREEMENT**

THIS MAINTENANCE, LICENSE AND INDEMNITY AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by \_\_\_\_\_ (hereafter individually or jointly referred to as "Owner"), whose address is \_\_\_\_\_, and the Park East Square Homeowners Association, Inc., a Colorado nonprofit corporation ("Association"), c/o Board of Directors, 1075 Monroe Drive, Boulder CO 80303.

**RECITALS**

- (a) The Association is the association named and referred to in the Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration"), recorded December 31, 1974, at Reception No. 125648, in the real property records of Boulder County, State of Colorado, as may be amended. All terms not otherwise defined herein shall have the definition set forth in the Declaration.
- (b) The Owner is the record owner of (insert PESHHA address): \_\_\_\_\_ ("Townhome").
- (c) The Owner desires to install an Electric Vehicle Charging System and related equipment (collectively referred to as "EV System") in the Owner's Assigned Carport ("Carport") as further described on **Exhibit A** that includes plans and specifications for such EV System dated \_\_\_\_\_, 20\_\_\_\_, incorporated into this Agreement by this reference.
- (d) The Association acknowledges that C.R.S. §38-33.3-106.8 requires the Association to allow the Owner to install such EV System in the Carport, subject to certain conditions specified in the statute. However, the foregoing statute does not prevent the Association from prohibiting the EV System from being installed to the Common Area or from running through the Carports assigned to other townhomes.
- (f) The Association is concerned that the installation of such EV System will increase the maintenance, repair, insurance and liability exposure of the Association.
- (g) Pursuant to the authority stated in C.R.S. §38-33.3-106.8, the Association has agreed to allow the Owner to install the EV System in the Carport, as more particularly described in Exhibit A, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

1. **Approval, Installation and Conditions of Owner.** Prior to installing the EV Systems, the Owner shall submit a complete *Application for Exterior Modifications* (“Application”) that includes plans, specifications, and other required documentation concerning the proposed EV System to the Association and receive the Board’s written approval for such installation. The Application that includes plans and specifications shall be in compliance with such resolutions, policies, rules and architectural control guidelines as adopted by the Board. The EV System and all ancillary work and costs associated therewith shall be installed and performed at the sole cost and expense of the Owner, including costs to restore any other Common Area or Association-maintained components disturbed in the process of installing the system.

The Owner shall further be responsible for: (i) obtaining any necessary permits and/or governmental approvals; (ii) ensuring that the EV System complies with applicable zoning, building, and/or other codes, rules, regulations, and ordinances, including any and all safety requirements; (iii) ensuring that the EV System is certified by the Underwriters Laboratories or an equivalent certification, and in compliance with the current version of Article 625 of the National Electric Code; and (iv) ensuring that the EV System will not violate, encroach upon, or interfere with any easements, utility lines, or other encumbrances.

2. **Grant of License/Purpose.** The Association hereby establishes and grants to the Owner a license for the purpose of allowing the installation of the EV Systems in accordance with the plans and specifications in the Application approved by the Association. In the event the Owner wishes to remove, alter, modify, or otherwise change the EV System in the future, and except as provided for in Paragraph 3.d. below, the Owner shall first obtain the prior written approval of the Association. Except as specifically permitted in the plans and specifications in the Application approved by the Association, all parts of the EV System shall be installed solely within the Carport.

3. **Maintenance and Repair.** The parties agree with the following.

- a. The Owner shall cause the EV System to be maintained in a good, attractive, working condition as determined in the sole discretion of the Association’s Board of Directors, at the Owner’s sole cost, without contribution from the Association and without any reduction with respect to Owner’s assessment obligations.
- b. The Owner is responsible for any costs for damages to the EV System or any other property, including but not limited to the Common Area and any other parking spaces or carports, which arise solely from the installation, use, maintenance, repair, removal, or replacement of the EV System.
- c. The Owner is responsible for removing the EV System if reasonably necessary or convenient for the repair, maintenance, replacement, modification, or improvement of the Common Area or Association-maintained components.
- d. The EV System is the property of the Owner. Upon sale or change in occupancy of the Townhome, if the EV System is removable, the Owner shall either remove it or sell it to the buyer of the Townhome. If the EV System is not removed at the time of sale or change in occupancy, each successive owner with exclusive rights over the Carport shall assume all the terms and conditions of this Agreement until the EV System is removed.

If the Owner fails to maintain the EV System, as provided hereunder and after written notice from the Association, the Association has the right to perform such maintenance and repairs of the EV System or repair any damage caused by the EV System and assess all maintenance and repair costs against the Owners. Absent an emergency, the Association shall provide the Owner reasonable notice, but not less than 72 hours, to perform any necessary maintenance and repairs.

4. **Contractor.** The Owner is responsible for engaging the services of a duly license and registered electrical contractor familiar with the installation and code requirements of an electric vehicle charging system and carries the necessary liability and workers compensation insurance to perform work in the Association. Prior to commencement of work, the Owner must provide a copy of the contractor's certificate of insurance to the Association as part of the Application. After the work has been completed, the Owner must provide a copy of a lien waiver or other proof of full payment for the Contractor's services to the Association upon request.

5. **Insurance.** The Owner agrees to provide, within 14 days of the Owner receiving the Association's consent for the installation, a certificate of insurance naming the Association as an additional insured on the Owner's insurance policy for any claim related to the installation, maintenance, or use of the system. The Owner, and each successive owner with exclusive rights over the Carport, shall at all times have and maintain such insurance policy.

6. **Electricity.** The Owner is responsible for the actual cost of electricity that is used by the EV System.

7. **Indemnification and Release.** The Owner shall indemnify and hold harmless the Association and its officers, directors, managers, and members from any and all liability, costs, expenses, loss, damage, (including reasonable attorney fees), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, which arise from, or are in any way related to, the installation, maintenance, repair, removal, or replacement of the EV System. The Owner hereby releases and forever discharges the Association, its officers, directors, members, managers, successors and assigns of and from any and all liability, costs, expenses, loss, damage, (including reasonable attorney fees) manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim and loss whatsoever, in law or equity, against the Association that Owner ever had, now has, for, upon or by reason of, any matter, cause or things whatsoever, relating to the installation, maintenance, repair, removal, or replacement of the EV System.

8. **Enforceability.** The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in Boulder County, Colorado.

10. **Remedies.** In the event of a default under this Agreement, the remedies available to the non-defaulting party shall include all those remedies provided in the Declaration, or other legal documents of the Association, together with specific performance, damages or both. In addition, the prevailing party in any dispute shall be entitled to recover their reasonable costs and attorney fees. The license granted herein shall, at the option of the Association, terminate upon the earlier of: (i) the Owner's breach of this Agreement; or (ii) the Owner's abandonment of the rights granted to it pursuant to this Agreement.

11. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

12. **Amendment.** This Agreement may not be amended except by a written instrument signed by all of the parties.



**Exhibit A**

*See attached EV System Plans and Specifications*