

INDEMNITY AND INSTALLATION AGREEMENT

I/We, the undersigned Applicant(s) have submitted an Application to Bethel Grant Homeowners Association, Inc. (the "Association") Council seeking permission to install an Electric Vehicle Charging Station (an "EV Station") upon Bethel Grant Common Elements (the "Application").

As a condition for approval of my/our Application, we have agreed as follows:

1. I/We understand that the Council may deny the Application or approve the Application with conditions. I/We agree to comply with any conditions Council may establish for any conditional approval.
2. I/We understand that Council may consult with an engineer, electrician or other professional as part of its review of the Application, and/or to inspect the EV Station after it is installed. I/We agree to reimburse the Association for any costs incurred by the Association in conjunction with the Application or installation of the EV Station.
3. I/We agree to be responsible to repair any damage to Common Elements resulting from the installation or use of the EV Station, including without limitation to electrical systems. I/We acknowledge and agree that I/We are responsible for any expenses incurred by the Association to repair damage caused by the installation or use of the EV Station.
4. I/We agree to utilize the EV Station in accordance with the Electrical Vehicle Charging Station Installation and Charging Rules and Policies, as same may be modified or amended from time to time.
5. I/We agree to maintain the EV Station and remove the EV Station when I move from my Unit unless the new Unit Owner executes an Indemnity Agreement incorporating the terms hereof. I/We understand that this requirement shall appear on any Resale Certificate issued for the Unit I/We own.
6. I/We acknowledge that any unreimbursed costs incurred by the Association in connection with the installation, maintenance or use of the EV Station shall constitute assessments and form part of a lien against my/our Unit until paid.
7. *In addition, for and in consideration of the consideration and approval of the Application, I/We hereby agree to indemnify and hold the Association, its Council members, managing agents, employees, contractors, and other Unit Owners or residents (the "Indemnitees"), harmless of and from any and all claims, damages, demands, liabilities, causes of action, suits, Judgments, awards, or other proceedings, including, without limitation, costs and attorney's fees incurred by any of the Indemnities in any such matter arising from or related to the installation, maintenance, or use of the EV Station, and upon demand, the undersigned hereby agree to defend such Indemnities, at our expense.*

INTENDING TO BE LEGALLY BOUND HEREBY, I/We have executed this Agreement as my/our true and voluntary act.

Date: _____

Date: _____