

**LOFT RIDGE HOMEOWNERS ASSOCIATION, INC.**

**ELECTRIC VEHICLE CHARGING STATION**

**LICENSE AGREEMENT**

This License Agreement (hereinafter “Agreement”) entered into this day of \_\_\_\_\_, by and between the Loft Ridge Homeowners Association, Inc. (“Association”) and \_\_\_\_\_, owner of Lot \_\_\_\_\_, located at \_\_\_\_\_, Alexandria, VA 22310 (“Owner” and “Lot” respectively).

WHEREAS, the Association is charged with the responsibility of maintaining and repairing the Common Areas of the Association for the benefit of the Association and its members; and

WHEREAS, the Owner desires to install an Electric Vehicle Charging Station (“EVCS”) on the exterior (or interior upon meeting specific qualifications concerning exterior cabling) of the dwelling located on Owner’s Lot, and to extend electric cabling over and/or across the Lot and the Association’s Common Area between the EVCS and the Owner’s vehicle located within the Common Area parking space assigned to the Lot (“License Area”), in such agreed upon manner and method as depicted on the document attached hereto as Exhibit “A” (hereinafter referred to as “ Design and Specifications”), for the purpose of charging Owner’s electric vehicle (“Approved Use”); and

WHEREAS, the Association’s Board of Directors desires to preserve the integrity of the Common Area and ensure that the installation, ownership, maintenance and removal of Owner’s EVCS equipment and associated apparatus do not create a nuisance or safety concern, and/or impose any burden upon the Association; and

WHEREAS, it is in the best interest of all parties to agree on the parameters for the installation and maintenance of the EVCS and related equipment.

NOW, THEREFORE, for good and valuable consideration as noted below, the sufficiency of which is hereby acknowledged, the Association and Owner agree as follows:

1. License. Owner is granted a revocable license to install, own and maintain the EVCS and related equipment (“Equipment”) upon the exterior (or interior) of the dwelling and to extend electric cabling over and across the Lot and Common Area between the EVCS and the Lot’s assigned parking space, in the manner and method agreed to by the Association, as depicted in the approved Design and Specifications provided for in Exhibit “A”.

2. Electric Vehicle Charging Station. For purposes of this Agreement, an electric vehicle charging station (“EVCS”) is defined as follows: Any electric or electronic device or cabling that is used to provide electricity to charge the batteries to an electric vehicle or hybrid vehicle, or that enables a connection between the electric grid and the vehicle, or that is able to communicate with the vehicle’s controls system so that electricity flows at an appropriate voltage or current level.

3. Approval by the Architectural Control Committee. Prior to installation of any EVCS, Owner understands that s/he shall apply to and obtain written approval from the Association’s Architectural Control Committee (“ACC”). Approval shall only be granted to those EVCS systems that are Underwriters Laboratory “Listed” to ensure current National Electric Code compliance.

EVCS are classified according to output voltage at the rate at which they can charge a battery. Owner understands that approval for installation within the Loft Ridge community may only be granted for a Level 1 or Level 2 EVCS system.

4. Access to the License Area. The Association is granted unrestricted access to the License Area for inspection of the Common Area and/or the EVCS.

5. Equipment. Owner covenants, warrants, promises and agrees that said Equipment shall be installed in accordance with the manufacturer’s instructions and all applicable building codes and regulations.

6. Installation. The EVCS shall be professionally installed by a fully trained, licensed and bonded contractor, at the sole cost and expense of the Owner. Owner shall provide proof of contractor’s license and insurance to the HOA Management.

a. Cable Path and Tripping Hazards – Owner covenants, warrants, promises and agrees that the EVCS system shall be installed and maintained in such a

manner so as not to create any tripping hazard and/or hazardous condition. Specifically:

- i. The EVCS system shall be situated to minimize, to the extent practicable, the length of the cables used to connect the vehicle to the EVCS.
- ii. No cables or wires from the EVCS shall cross over or across any other Lot, or the sidewalk and/or Common Area in front of any other Lot, and shall not interfere with the general use of the Association's Common Areas.
- iii. Where cabling crosses a sidewalk, it shall be run in an ACC-approved ramped cable protector. Cables that transect Common Areas, which are not secured in an approved cable protector, shall be wrapped in reflective, fluorescent safety tape to ensure that they are visible at night, or by other comparable means.

b. Suspended or hanging cabling over common property is strictly prohibited.

7. Maintenance. Owner agrees to maintain the Equipment and any portion of the Common Area affected by the installation of the Equipment.

8. Use of EVCS and Associated Cabling. Owner agrees that to the greatest extent possible, EVCS cabling shall only be present while the vehicle is being actively recharged. All cabling and cable protectors shall be removed from the Common Area as soon as each recharging cycle is complete. Owner further agrees to the following:

- a. The EVCS cables (and any ACC-approved ramped cable protector) shall not be left out longer than twelve (12) hours per electric vehicle in any twenty four (24) hour period.
- b. Cables left out longer than twelve (12) hours per electric vehicle, without the prior written permission of the Board, shall be a violation.
- c. Owner understands and agrees that s/he may be subject to a monetary penalty of \$50.00 for each violation.

9. Inspection. The Association reserves the right to inspect, remove or require repair or replacement of the Equipment that in the opinion of the Association poses or may pose a risk to persons or property, at Owner's expense.

10. Indemnity. Owner assumes all liability for damage or injury to the Association, the Common Area, to other Lots in the Association, and to any persons, caused or contributed to by the installation, maintenance, use and/or removal of the Equipment, and agrees to defend and indemnify the Association and hold it harmless from any claim or liability arising out of the installation, maintenance, use and/or removal of the Equipment.

11. No Liability on the Part of the Association. The parties to the within Agreement expressly and explicitly acknowledge and agree that the Association shall not in any way be liable to the Owner or any third party with respect to the License Area or the installation, use, maintenance and/or removal of the Equipment within the License Area.

12. Liability for Costs. The parties to this Agreement expressly agree that the Owner shall be responsible for paying all operational, installation and utility costs associated with the installation, use, maintenance and/or removal of the Equipment, as well as any required permits and licenses.

13. Revocable. The within granted license may be revoked by the Association upon notice or demand by communicating with the Owner at the address set forth hereinabove by regular and certified mail.

14. Restoration. At such time as this Agreement is revoked and/or terminated, or at such earlier time as the Owner removes the equipment, Owner shall at the Owner's sole expense, restore the License Area to its condition prior to the installation. If after ten (10) days written notice such restoration has not occurred, the Association may remove the Equipment, restore the affected area, and specially assess the Owner for any and all costs associated with the removal and restoration.

15. Electrical Usage. Any and all electrical usage costs associated with the EVCS shall be paid for by the Owner.

16. Insurance. Owner shall obtain an umbrella liability insurance policy in the amount of one million dollars (\$1,000,000.00), and shall maintain such policy so long as the

Equipment remains installed and used within the Association. Owner shall provide written proof of this insurance, prior to installation, and annually upon renewal.

17. Termination. This agreement terminates upon sale or any change of ownership.

18. Resale Disclosure. Owner understands and agrees that s/he is solely responsible for disclosing the existence of the EVCS, and the terms of this Agreement and all responsibilities contained within, to any prospective purchasers. This includes the need to execute a new EVCS agreement, should the EVCS unit convey with the premises, to prospective purchasers.

19. Cost of Litigation. In the event that it shall become necessary for the Association to initiate any action or engage the services of an attorney to protect its rights hereunder, the Owner agrees to reimburse the Association its costs and reasonable attorney's fees engendered thereby.

20. Applicable Law. The parties agree that the laws of the Commonwealth of Virginia and the Fairfax County shall apply to and shall govern the provisions of this Agreement and that the courts of the Fairfax County have jurisdiction for the purposes of resolving disputes by and between the parties. The Owner shall operate and use the License Area in a lawful manner at all times and in a manner so that it is not a danger, nuisance or interference with the rights of others, and that it complies with all local, County, and State codes and ordinances.

21. Binding Provision. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written.

LOFT RIDGE HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

, President

Date: \_\_\_\_\_

\_\_\_\_\_

OWNER, \_\_\_\_\_

Date: \_\_\_\_\_