

**Exhibit A**  
**Form License Agreement for EVRE**  
**ELECTRIC VEHICLE RECHARGING EQUIPMENT**  
**INSTALLATION, MAINTENANCE, AND LICENSE AGREEMENT**

---

This agreement (the "Agreement") is entered into on the date indicated by and among ("Owner"), and Audubon Square Community Association, Inc. ("Association").

**RECITALS**

**R-1.** Owner is the owner of a Lot within the Association located at the above indicated address (the "Lot"), and the Owner is either the owner or has reserved rights to use a parking space located at (the "**Parking Space**").

**R-2.** Owner requested the Association's approval to install an electric vehicle recharging equipment, including wiring, in or adjacent to the Parking Space ("**Charging Equipment**"), as detailed and shown in the plans and specifications in the attached **Exhibit A ("Plans")**.

**R-3.** The Association and the Owner desire to enter into this Agreement to allow Owner to install the Charging Equipment, or a portion thereof, on Association Common Area as depicted in **Exhibit 8 ("License Area")**.

**R-4.** Owner and the Association wish to document the terms of the installation and the keeping of the Charging Equipment and the terms of a license for installing Charging Equipment on Association Common Areas.

**NOW THEREFORE**, in consideration of the above recitals, each of which is made a part of this Agreement and contained below, the parties agree as follows:

**Section 1. Charging Equipment**

- A. The Association approves the installation of the Charging Equipment consistent with the Plans ("**Installation**").
- B. In performing the Installation, Owner shall comply with all relevant building codes and safety standards to maintain the safety of all users of the Common Areas.
- C. Owner shall obtain all permits required by Montgomery County, Maryland related to the installation.
- D. Owner shall comply with the Association's governing documents for the installation of Charging Equipment.
- E. Owner shall engage a licensed electrician to perform the Installation.
- F. Owner shall pay for the electric usage associated with the separately metered Charging Equipment.

- G. Prior to the commencement of the Installation, Owner will provide the Association with a certificate of insurance, naming the Association as an additional insured.
- H. Owner and any successive owner of the Charging Equipment shall also be responsible for:
  - i. Installation costs of Charging Equipment.
  - ii. Cost for damage to the Charging Equipment and/or Common Areas resulting from the installation, maintenance, repair, removal or replacement of the Charging Equipment.
  - iii. Costs for the maintenance, repair and replacement of the Charging Equipment up until the Charging Equipment is removed.
  - iv. If the Owner decides to remove the Charging Equipment, the costs for the removal and for the restoration of his/her Lot and/or the Common Areas after removal.

## **Section 2. License**

- A. Scope. The Association grants Owner a revocable license ("License") to install the Charging within License Area.
- B. Term. The term of this License shall be for one (1) year from the effective date of this Agreement. This License shall be renewed for additional one (1) year terms unless either party provides notice of non-renewal to the other party. at least thirty (30) days before the expiration of the then term.
- C. Permits. Owner shall be responsible for obtaining any and all necessary permits or approvals for the Charging Equipment. Upon Owner's request, the Association, at no cost of the Association, will reasonably cooperate with Owner to obtain such approvals and permits. Owner shall indemnify and defend the Association for any citation or violation related to the wiring or the Owner's failure to obtain the required permits.
- D. Wiring. All wiring to the Charging Equipment must be installed underground, at a sufficient depth, so that it is not visible, and otherwise required by law. Electricity from the Owner's home shall be the sole power source to the Charging Equipment. Owner may not connect to any electrical source on the Association's property or any other home within the Association's property, other than the Owner's home.
- E. Installation Terms. The Charging Equipment must be installed in accordance with Montgomery County Code. The installation may only be performed Monday-Friday, between 9:00 AM and 4:30 PM, and in a manner to not unreasonably interfere with other owners, residents within the Association or the Association's activities. Owner shall ensure that all access points within the parking and Common Areas of the Association shall remain open and accessible at all times during the installation.
- F. Maintenance. In the event that Owner fails to maintain, repair or replace the Charging Equipment as determined by the Association, the Association, at its option, after notice to the Owner and an opportunity to cure, may undertake the appropriate maintenance, repair or replacement, or the Association may terminate this Agreement. Owner shall be responsible for the payment to the Association for all costs incurred by the Association in performing any maintenance, repair or replacement of the Charging Equipment under

this paragraph. In addition to any other rights the Association may have under law, if Owner fails to pay for any costs incurred by the Association under this paragraph, said costs will be assessed to Owner's Association assessment account and collected in the same manner as assessments, under the Association's Declaration, such that the Association will have a right to record a lien against the Lot and/or to seek a personal judgment against the Owner.

- G. Restoration of Property. Owner shall restore or repair any damage to the Association's property, any other owner's property or any other resident's property caused by the Charging Equipment to a substantially similar condition, or better, as how they existed prior to the installation of the Charging Equipment. If Owner fails to perform the required restoration or repairs, after reasonable notice to the Owner, the Association may undertake the restoration or repairs and hold the Owner responsible for the resulting costs. In addition to any other rights the Association may have under law, if Owner fails to pay for any costs incurred by the Association under this section, said costs will be assessed to Owner's Association assessment account and collected in the same manner as assessments under the Association's governing documents, in that the Association will have a right to record a lien against Owner's Lot and to seek a personal judgment against the Owner.
- H. Disclaimer. The License Area is provided "as is." The Association makes no representation or warranty as to the condition of the License Area.
- I. Interference. Owner may not interfere with any right that the Association or any utility company may have over or through the License Area.
- J. Limitation of License. Other than as set forth herein, the Association shall retain all rights and privileges of ownership with respect to the License Area.
- K. Sale/Transfer. The License Agreement is transferable and assumable to any subsequent owner of the Lot, if the Agreement has not previously been terminated. The Owner shall notify any buyer of the Agreement. Alternatively, the Owner may terminate the Agreement prior to the sale of the Lot and restore the License Area to its original condition prior to the sale of the Lot.
- L. Termination. The Association may terminate the License upon in the event the Owner fails to comply with the terms of this Agreement, the Association's rules and regulations related to the Charging Equipment, Maryland law, or the statutory or regulatory requirements of Montgomery County, Maryland. The Association may also terminate the License in the event that Owner enters into a contract to sell the Lot.
- M. Actions Upon Termination. Upon termination or expiration of the License, Owner agrees to completely remove the Charging Equipment, and return the License Area to the condition in which it was prior to the installation of the Charging Equipment unless otherwise agreed to in writing by the parties. If Owner fails to perform the required removal and restoration, after reasonable notice to the Owner, the Association may undertake the removal and restoration and hold the Owner responsible for the resulting costs. In addition to any other rights the Association may have under law, if Owner fails to pay for any costs incurred by the Association under this section, said costs will be assessed to Owner's Association assessment account and collected in the same manner as assessments under the Association's governing documents, in that the

Association will have a right to record a lien against Owner's Lot and to seek a personal judgment against the Owner.

- N. Indemnification and Limitation of Liability. Owner shall indemnify, defend and hold harmless the Association, its management agents, employees, directors, and officers for any and all liabilities (and/or allegations of liabilities), damages, claims, or injuries arising from this Agreement or caused by the acts or omissions of Owner or her contractor/electrician arising out of the wiring. The Association shall not be liable for special, punitive, consequential or incidental damages or loss of use attributed to the Electric System, any approval granted under this Agreement, or services provided under this Agreement.
- O. Assignment. This License Agreement may only be assigned with the Association's written consent and then only to the immediate successive owner of the Lot if Charging Equipment is not removed by the Owner upon Owner transferring ownership of the Lot.

**Section 3. Entire Agreement.** This Agreement constitutes the complete, final and entire understanding of the parties regarding the License to install the Charging within License Area, and they shall not be bound by any terms, promises, covenants, conditions or representations not expressly contained in this Agreement.

**Section 4. Attorneys' Fees.** In the event of suit or action commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorneys' fees and costs.

**Section 5. Voluntary Agreement.** Owner agrees that he or she is entering into this Agreement knowingly, voluntarily and with full knowledge of its significance. Furthermore, Owner agrees and acknowledges that he or she has been given a reasonable period of time within which to consider this Agreement prior to executing it.

**Section 6. Representative Capacity.** All persons who sign this Agreement in a representative capacity expressly warrant and represent that they are authorized to sign the Agreement.

**Section 7. Waiver.** A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other or any subsequent breach.

**Section 8. Severability.** *If a term or provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity of any other term or provision of this Agreement. or (2) the enforceability or validity of any other term or provision of this Agreement.*

**Section 9. Governing Law.** This Agreement shall be governed by and interpreted according to the laws of Maryland.

**Section 10. Gender Neutral.** The use of the female gender in this Agreement shall be deemed to include the male gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires, and vice versa.