

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between U.S. CHARGING, LLC (the “Company”), whose address is 400 South 4<sup>th</sup> Street, Suite 401-241, Minneapolis, MN, 55415, and NAME OF THE HOME OWNERS ASSOCIATION, (the “Owner”), whose address is ADDRESS OF THE HOME OWNERS ASSOCIATION and who owns or has control over certain real estate and improvements listed on Attachment A consisting of DESCRIPTION OF THE BUILDING (the “Premises”).

The Owner desires to provide electric car charging services to the Premises, including, but not limited to, individual car charging stations (“ports”) and the Company is willing to maintain and operate a charging and power metering system for such purposes on the Premises in accordance with the terms and conditions below.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. **The System.** The Company has installed all facilities necessary to provide electric car charging services on the Premises (the “System”). The ownership of all parts of the System installed by the Company, including but not limited to all cables, wires, equipment and appurtenant devices, shall be and will remain the personal property of the Company. These are installed as trade fixtures and are thus not part of the real estate of the Property. At no time during or after the term hereof shall the Owner or any third party have the right to use the System or any portion thereof for any purpose, nor will they be included as part of any mortgage or lien against the property.
2. **Access.** The Owner will allow Company employees to enter all common areas of the Premises for the purposes of auditing, disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services and will use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner will also allow Company employees reasonable access to designated reception areas in the Premises, upon prior notice and approval of the Owner, to market Services to Tenants of the Premises. Owner will supply the names and unit numbers of Tenants at reasonable intervals. Owner shall reasonably cooperate with the Company to prevent (i) the unauthorized possession of charging or metering devices and (ii) the unauthorized reception of the Services.
3. **Delivery of Services.** The Owner has the authority to grant and does hereby grant to the Company during the term hereof the exclusive right and limited license to construct, install, operate and maintain electric car charging facilities on the Premises and to deliver the Services to the Premises, unless otherwise required by applicable law.

Services to the Premises shall be provided at the earliest convenience of the Company upon execution of this Agreement.

All work shall be done by the Company in a proper and workmanlike manner in accordance with local, state and national regulations, industry standards and codes. The Company agrees to repair and/or replace any damage resulting from installation of the facilities. Owner shall provide information on all underground facilities existing on the Premises, including all public utilities, at no charge. Owner is responsible to provide information about the location of all private utilities, lightning, sprinkler systems, etc. Owner shall give the Company at least 20 days notice of the opening of utility trenches so that the Company may, at its option, install the facilities in the common utility trenches, and shall otherwise cooperate with the Company in the construction and installation of the facilities.

The Company will be responsible for obtaining all necessary permits and approvals in connection with the construction, installation and operation of the System. All construction, installation, operation, maintenance, and delivery shall be at the sole cost and expense of the Company, unless otherwise agreed.

4. **Fees and Charges for Services.** All fees and charges resulting from electric vehicle charging Services shall be the responsibility of the Tenant. The Company will directly bill the Tenant, collect from them, and be responsible to transmitting to the Owner the funds to cover electrical utility costs resulting from the Tenant's electrical vehicle charging. In cases when the Tenant and Owner are the same person, the Owner will be responsible to pay their own electrical fees and will only pay the service fees to the Company.
5. **Expanded Service.** In addition to Preferred Service, the Company may provide to individual Tenants certain optional services, including but not limited to, additional charging ports and power metering services ("Expanded Service"). Expanded Service will be addressed in separate agreements with individual unit Tenants. The Company will be solely responsible for all billings and collections for Expanded Service charges contracted for by individual Tenants.
6. **Customer Service.** The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, seven days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next 3 business days after notification of the service problem, excluding conditions beyond the control of the Company.
7. **Interference.** Neither the Owner nor anyone operating on its behalf will tap or otherwise interfere with the System for any purposes. The Owner shall discourage and prevent any attempts by individual Tenants to install or use their own private electric car charging facilities, or in any other way interfere with the appropriate operation of the Service. The Company reserves the right to discontinue service to the Premises, or, at the Company's discretion, the individual unit, until such non-conformance is cured by the Owner or Tenant as the case may be.

8. **Term.** This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of ninety-nine (99) years. At any point, the Owner will be able to cancel this agreement through prior reimbursement to the Company of electric car charging facilities installation costs, at a rate of \$5,000 USD per installed customer Charging Port, adjusted for inflation from the date of execution of this Agreement. The Company will retain ownership of any and all equipment installed on the Owner's premises and will be allowed by the Owner to retrieve them prior to cancellation of this Agreement. Should both the Owner and the Company unanimously agree to terminate this agreement, it shall be terminated at no cost to any party.
9. **Insurance.** The Company agrees to maintain public liability insurance and property damage liability insurance as required by law and regulations.

The Company also agrees to maintain the following insurance during the term of this Agreement:

Subpart A.

1. Comprehensive General Liability
  - a. Combined single limits for bodily injury and property damage:
    - i. One Million Dollars Each Occurrence
    - ii. Two Million Dollars Annual Aggregate
2. Workers' Compensation – Employer's Liability – Five Hundred Thousand Dollars
3. Comprehensive Automobile Liability with combined single limits for bodily injury and property damage of: One Million Dollars each occurrence.

The Company shall be responsible for any deductible or retention amounts on Company's policies.

10. **Indemnification.** The Company shall indemnify, defend and hold the Owner harmless from any and all claims, damage or expense arising out of the actions or omissions of the Company, its agents and employees with respect to the construction, installation, operation, maintenance or removal of the System and the Services provided to Tenants at the Premises pursuant to this Agreement. The Owner shall indemnify, defend and hold the Company harmless from any and all claims, damage or expense arising out of the actions or omissions of the Owner, its agents and employees. In no event shall either Owner or the Company be liable for any consequential, indirect, incidental, special or punitive damages whatsoever. Nothing in this Agreement shall create or be deemed to create a waiver of governmental immunity by the Owner. This indemnification provision shall survive the expiration or termination of this Agreement for claims, damage or expense arising out of the action or omissions of the Company arising prior to the termination or expiration of this Agreement.

11. **Termination.**

- a) **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such sixty (60) day period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event the default is not cured, or a cure is not commenced, within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability.

12. **Removal of System.** Upon termination of this Agreement for any reason, the Company shall have a period of six (6) months in which it shall be entitled but not required to remove the System, including any and all devices, cabling and wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

13. **Miscellaneous.**

- a) **Force Majeure.** The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the Company.
- b) **Assignability; Binding Effect.** This Agreement may not be assigned by either party without the other party's prior written consent, and such consent will not be unreasonably denied. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.
- c) **Applicable Law.** This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, including laws prohibiting unlawful discrimination, without regard to its choice of law principles.
- d) **Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

- e) **Recording.** The Company may record a Memorandum of Agreement, in the public records of the county in which the Premises are located.
- f) **Notices.** Whenever notice is provided for herein, such notice shall be given in writing and shall be hand delivered, sent by certified mail, return receipt requested, or sent via overnight courier to the address set forth in the first paragraph of this Agreement or to such other address as may subsequently in writing be requested.
- g) **Entire Agreement; Amendments.** This Agreement including all attachments and addendums constitute the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.
- h) **Authority.** Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
- i) **Dispute Resolution.** If either party commences legal action to enforce this Agreement, then the prevailing party will be entitled to recover from the losing party its reasonable attorney fees and other fees and costs, including without limitation those of in-house counsel. A court of competent jurisdiction will determine the reasonableness of such fees and costs.
- j) **Owner.** For purposes of this Agreement, Tenants shall not be deemed to be the Owner or agents thereof, unless otherwise specified in this agreement.
- k) **Occupancy Rates.** Owner provides no guarantee of the occupancy rate of the Premises.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

\_\_\_\_\_  
  
\_\_\_\_\_

**COMPANY:**  
U.S. CHARGING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

WITNESS/ATTEST:

\_\_\_\_\_  
  
\_\_\_\_\_

**OWNER:**  
XXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_