

## ALICANTE OWNERS ASSOCIATION

### **Electric Vehicle Charging Station Use Policy (Common Area Stations for Use by Residents)**

This Electric Vehicle Charging Station (“EVCS”) Use Policy (“Policy”) governs the use and etiquette of the Association-owned EVCSs installed in the Common Area. The EVCSs are intended for use by residents of the Association for their electric vehicles (“EVs”).

#### **I. Introduction**

To help accommodate residents’ requests for EV charging stations, the Association has installed five (5) EVCSs in the Common Area for use on a first-come, first-served basis by all residents of the Association. Guests and employees of the Association are explicitly excluded from use of the Association-owned EVCSs. The EVCSs are installed on P1. If the Association installs additional Common Area stations, this Policy will apply to all Association-owned Common Area stations. The Board may amend this Policy from time to time.

Compliance with this Policy will be monitored by Management and the Association’s parking patrol service and enforced by the Association.

#### **II. Use Rules and Procedures**

- a. **Resident Use Only.** The designated EV parking stalls may only be used for charging an Association resident’s EV that is displaying a properly activated Alicante EV Charging Permit sticker. Guests and employees are not allowed to charge their EV on the Association’s EVCSs.
- b. **Registration and Permit.** The following steps must be completed to enable an Association resident to access the EVCSs:
  - i. Association resident establishes a ChargePoint account through which they will pay for the electricity delivered by the EVCSs to their EV
  - ii. Association resident pays Management a Registration fee (details in Fee section, below)
  - iii. Association resident completes and Management approves an Electric Vehicle Charging Station Registration (Attachment A)
  - iv. Association resident completes and Management approves the Assumption of Risk, Release and Indemnification Form (Attachment A) (Attachment “A,” the terms of which are incorporated into this Policy by attachment and reference, is found at the bottom of this document.)

A request for a permit to use the EVCS’s may be denied if the Owner’s membership rights have been suspended after a noticed hearing.

Upon review and approval by Management, the EV owner’s ChargePoint account will be enabled for use with the Alicante EVCSs and an Alicante EV Charging Permit sticker will be issued to the EV owner for their vehicle.

The Alicante EV Charging Permit sticker must be permanently affixed to the registered vehicle in the lower front interior corner on the passenger side windshield. Should the EV owner purchase a replacement vehicle, the registered EV owner may obtain a new Alicante EV Charging Permit sticker for the replacement vehicle. The previous Alicante EV Charging Permit sticker will be voided.

- c. **Fees.** The following fees are associated with the Association-owned EVCSs
  - i. Registration Fee: A one- time, non-refundable, and non-transferable fee of \$500. This fee corresponds to (1) Alicante EV Charging Permit sticker. If there are multiple EVs associated with a Condo, each EV requires its own Alicante EV Charging Permit sticker for which the \$500 fee applies.
  - ii. Replacement Alicante EV Charging Permit sticker: \$10
- d. **Registration Display.** EVs parked in the Common Area EVCS parking spaces must display their license plates and their Alicante EV Charging Permit sticker at all times. Management and the Association's parking patrol will check vehicles to ensure the vehicle, vehicle license and Alicante EV Charging Permit sticker are registered to use the EVCSs. Unregistered vehicles will be cited and may be towed at the sole expense of, **and without further notice to,** the vehicle owner.
- e. **First-Come, First-Served.** Use of each EVCS is on a first-come, first-served basis; provided, however, that when an EV is fully-charged, the resident must remove the EV from the EVCS to allow other residents to use the EVCS. The Association does not guarantee that an EVCS will be available for residents' use.
- f. **Active Charging Only.** To maximize the benefits of the EVCSs and to allow other EV owners to charge their EVs, the EVCS parking spaces are for use only by registered EVs that are actively charging. The residents shall not park their EVs in the EVCS designated spaces when the EV is not charging. Once charged, the EV must be moved to the resident's assigned parking space within 15 minutes. The status of an EV charge is visible on the EVCS display and may be monitored by the parking patrol. The residents may not park or store their EV in any designated Common Area EV parking space for convenience or accessibility, or any purpose other than active charging of the EV.
- g. **Towing.** A vehicle parked in an EVCS parking space that is not registered with the Association may be towed at the sole expense of, **and without further notice to,** the vehicle owner.
- h. **Safety.** EVCS users are responsible for safe charging and assume all risk associated with EV charging. EVCS users are also solely responsible to ensure their EV can be safely charged on the Common Area EVCSs.
- i. **Equipment Use.** EVCS users are required to ensure they do not overstretch the cord; do not allow the cord or connector to touch another vehicle; do not leave the cord or

connector on the ground before or after use; do not allow the cord to become tangled or knotted, or cross-over the other charging cord; do not unplug another person's EV; when in use, ensure the cord is placed solely within the charging EV's parking space so as to not encroach on another parking space or interfere with pedestrian or vehicular traffic or otherwise create a hazard. EVCS users are also required to always securely loop and replace the cord and connector on an EVCS when not in use.

- j. **Insurance.** EV owners are responsible to maintain automobile insurance for their EVs. Owner(s) and his or her tenants, guests, invitees, and agents shall hold the Association, its officers, directors, agents and employees harmless for any claim for property damage or personal injury alleged to arise from the failure of the Association, its officers, directors, agents or employees to verify and ensure that every EVCS user has complied with this requirement to obtain and maintain automobile insurance. EV owners are also responsible to add the Association as an additional insured on their homeowners' insurance policy and provide proof of additional insured status to the Association. The Association is not responsible for damage to the vehicle or damage to or loss of contents in the vehicle while parked on Common Area.
- k. **Compliance with Policy, Signs and Laws.** Residents' use of the EVCS and parking spaces must comply at all times with this Policy, all signs posted at the EVCS and all laws governing the use of an EVCS.
- l. **Compliance by Other Users.** The Owner of a Unit is ultimately responsible for violations of this Policy by his or her residents and tenants. If a resident allows another person to use and park their EV in a Common Area EVCS, that user is also subject to this Policy and the Owner of the Unit may be held responsible for violations, after a noticed hearing.
- m. **Enforcement of this Policy.** A failure to comply with any provision of this Policy may result in the Association revoking the EVCS user's permit, the EV being towed at the EV owner's sole expense, **and without further notice to,** the EV owner, and/or other disciplinary action against the Owner of the Unit, including but not limited to, monetary penalties and suspension of membership rights. The Association's enforcement rights and remedies under this Policy are cumulative.
- n. **Deactivation.** Alicante EV Charging permit(s) may be deactivated if the Owner's membership rights have been suspended in accordance with the governing documents. The Alicante EV Charging permit(s) will be reactivated after the suspension is lifted. If the charging permit is de-activated, no previously paid fees will be refunded.

### **III. Electricity Costs**

EV charging is available to residents with registered EVs. Electricity costs to charge the user's vehicle will be the responsibility of the registered EV user and billed through the user's ChargePoint account. After 5 hours (at its discretion, the Board may change this time), or charging a vehicle to 100%, whichever occurs first, the cost of charging will increase to encourage EV owners to move their vehicles from the common area

EVCSs so others may have access. The electrical costs (\$ per KW/hour) can change over time. The applicable rates will be visible on the EVCS display or in the ChargePoint app. At its discretion, the Board may include a surcharge in the cost of charging to offset the costs incurred by the Association to operate the EVCSs.

#### **IV. Maintenance**

- a. The Association will maintain the EV Charging Stations at its cost; provided, however, that the Board may, at its sole discretion, and at any time upon 30 days' written notice, change this Policy to charge EVCS users for the maintenance costs.
- b. However, if any damage, maintenance, repair or replacement of any Association-owned EVCS is caused by an Owner, EVCS user, resident or other person, the Owner of the Unit associated with the responsible party may be held responsible for the damage, maintenance, repair or replacement costs, after a noticed hearing.
- c. If you notice an EVCS needs maintenance, or is not properly working, then you are required to immediately notify ChargePoint and Management.

#### **V. Assumption of Risk**

- d. EVCS users use the Common Area EVCSs and designated EV parking spaces voluntarily and at their own risk and assume all risk of injury or damage, foreseen or unforeseen, known or unknown, which might occur to persons and/or property (including but not limited to the EVs) due to or arising from use of the EVCSs and parking spaces.
- e. The Association is not responsible for any costs related to EV repairs or for any damage to the EV or its electrical components.

#### **VI. Release and Indemnification**

- f. By using the Association-owned EVCSs, EVCS users agree to release, discharge, hold harmless, defend and indemnify the Association and its directors, officers, agents, members, employees, contractors, insurers, successors and assigns (collectively "Related Parties") from any and all claims, liabilities, losses, demands, damages, judgments, causes of action or costs, including without limitation attorneys' fees, foreseen or unforeseen, known or unknown (collectively "Claims") arising out of or in any way connected with their use or operation of the EVCSs and/or the designated EVCS parking spaces, or damage or injury arising from use or operation of the EVCSs, including, but not limited to fire, accident, injury, loss of life, loss or theft of property, and/or damage to their property.

**Attachment "A"**

**ALICANTE OWNERS ASSOCIATION**

**Electric Vehicle Charging Station Registration  
And Assumption of Risk, Release and Indemnification Form**

Resident Electric Vehicle Owner's Name(s):\* \_\_\_\_\_  
\_\_\_\_\_

Onsite Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Vehicle Make/Model/ Year/Color: \_\_\_\_\_

License Plate No.: \_\_\_\_\_

\* If the person completing this form co-owns the vehicle with another person(s), all owners must sign this form.

You may e-mail the completed form to: [mplascencia@actionlife.com](mailto:mplascencia@actionlife.com), or hand-deliver to management's office. Upon receipt of this signed form, your registration request will be reviewed, and if approved, and the required fee is paid, the EV owner's Alicante ChargePoint account will be enabled for the Alicante EVCSs and an Alicante EV Charging Permit sticker will be issued to the EV owner for their vehicle.

In consideration of the Association installing the EVCSs at its cost and for your permitted use of the EVCSs:

1. I/we agree to comply with all terms in the Electric Vehicle Charging Station Use Policy ("Policy") attached to this form and incorporated herein by reference.
2. I/w agree to provide a complete copy of the Policy to any person parking my/our vehicle in, or operating, the Association's EVCSs.
3. I/we attest on behalf of myself and all users of my/our EV to be experienced in the proper use and operation of the EV charging mechanisms and the EVCSs.
4. **ASSUMPTION OF RISK:** I agree on behalf of myself and any co-owners of my EV, my spouse, estate, heirs, insurers, successors and/or assigns (collectively "Successors") that the use of the Common Area EVCSs and designated EV parking spaces is voluntary and at my own risk, and I hereby assume all risk of injury or damage, foreseen or unforeseen, known or unknown, which might occur to persons and/or property (including but not limited to the EV) due to or arising from my use of the EVCSs.
5. **RELEASE and INDEMNIFICATION:** I further agree on behalf of myself and my Successors to release, discharge, hold harmless, defend and indemnify the Association and its directors, officers, agents, members, employees, contractors, insurers, successors and assigns (collectively "Related Parties") from any and all claims, liabilities, losses, demands, damages, judgments, causes of action or costs, including without limitation attorneys' fees, foreseen or unforeseen, known or unknown (collectively "Claims") arising out of or in any way connected with my use or operation of the EVCSs

and/or the designated EVCS parking spaces, or damage or injury arising from use or operation of the EVCSs, including but not limited to fire, accident, injury, loss of life, loss or theft of property, and/or damage to my property, even if the Claims arise from the negligent acts or omissions of the Association and its Related Parties.

**I HAVE READ THE FOREGOING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND I UNDERSTAND AND AGREE TO ITS TERMS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO A RELEASE OF LIABILITY FOR NEGLIGENCE.**

This release is binding on co-owners of the vehicle, my spouse, estate, heirs, insurers, executors, successors and assigns.

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

Signature of Vehicle Owner: \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

Signature of Vehicle Owner: \_\_\_\_\_

**Print Name:** \_\_\_\_\_