

Record & Return to:
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21 Roszel Road
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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on or as of _____, 20__ by
and between **REGAL POINT CONDOMINIUM ASSOCIATION, INC.**, located in South
Brunswick, Middlesex County, New Jersey (referred to in this agreement as the “**Association**”)
and _____, residing at _____,
_____ of _____, _____ County, New Jersey (referred to in this agreement as
“**You**,” “**Your**” or “**Unit Owner**”).

BACKGROUND STATEMENT

Pursuant to its Master Deed and Bylaws, the Association, through its Board of Directors
(the “**Board**”), is responsible for the administration of the common elements of the condominium
and has the legal authority to permit Unit Owners in the Community to make certain alterations or
installations in or on the common elements, subject to certain restrictions and conditions; and

You are the owner of a condominium unit within the Association, Lot __, Block __ on
the Tax Map of _____, also known as _____ (the “**Unit**”), which Unit was
conveyed to you by a deed recorded in the Office of the Middlesex County Clerk on
_____ in Deed Book __, at Page __, and you wish to be permitted to use a
portion of the common elements to install an electric vehicle charging station.

GRANTING OF LICENSE AND CONDITIONS

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Association does hereby grant to you a license to install an electrical outlet on a post on the sidewalk closest to the curb in front of your assigned parking space upon which you intend to put an electrical car charger in order to charge your electric vehicle. This license to use the common elements is subject to the following terms and conditions:

1. Responsibility for Installation of the Electric Vehicle Charging Station (EVCS) to serve your assigned parking space. You agree to install the EVCS that is described in the ___page () documents attached hereto as **Exhibit A**. You agree to have it installed by a licensed electrical contractor and shall provide the Association with a copy of the agreement between you and the contractor for said installation, which shall describe in detail the EVCS as well as the post that is to be installed with the actual dimensions, mode of installation and the precise location. Said contractor, prior to the commencement of any work, must provide proof of license, the plan for installation and proof of insurance to the satisfaction of the Association. Further, prior to the start of work the Contractor must call for mark outs of all utilities. You shall be required to install the EVCS in a location that has been approved in advance by the Association and such installation shall not commence until this license has been fully executed, you have the Association's prior written approval of the location as well as the actual equipment including the pole that is to be installed and the method of installation, and have provided the information required from the Contractor, and a copy of any permit required by the municipality. Your contractor must clean up after said installation and any damage to the common elements of the Association that occurs during the installation must be restored or repaired within seven (7) days of installation completion. If you fail to do so, the Association may have the repairs and/or restoration made and charge the cost back to you. In the event that there is a change to specifications of the EVCS, you may not undertake same without the prior approval of the Association as aforesaid.

2. Use. Unit Owner agrees that the EVCS is for use only by the residents of Unit Owner's Unit.

3. Terms and Conditions. The following provisions shall apply to installation of an EVCS. The Unit Owner agrees to:

- (a) comply with the Associations architectural standards for the installation of EVCSs and any other details as set forth herein;
- (b) engage a licensed electrician to install all necessary electric lines and electrical infrastructure in compliance with the Association's architectural standards;
- (c) within fourteen (14) days of approval and prior to installation, obtain and always maintain, while the EVCS is in place, insurance protecting the Association and the other unit owners from damage as a result of the existence

and operating of the EVCS, and provide evidence of insurance specifying the insurance covers the EVCS in the amount required under this section. Nothing in this subparagraph shall be construed as impairing the right of the Association to require the Unit Owner to maintain homeowners insurance under the Association's Governing Documents; and

- (d) pay for the electricity usage associated with the EVCS as well as any necessary upgrade to the electricity to the building or other source for the power to the EVCS;
- (e) Pay for any landscape maintenance or other maintenance costs that are incurred by the Association as a result of the installation of the EVCS.

4. Insurance. Prior to the Association allowing You to install the EVCS, You must provide to the Association certificates of insurance that evidence that You have homeowners insurance in a minimum amount of \$100,000.00 or as satisfactory to the Association who reserves the right to increase the amount based on the advice of its insurance agent or as provided by New Jersey law. If Your insurance is either altered or cancelled at any time You must provide notice to the Association within ten (10) days and said insurance must be immediately reinstated and new evidence of same provided or the Association may remove the EVCS and/or prohibit its further use. Alternatively, the Association may at its option obtain the requisite insurance on Your behalf and charge the costs of same to Your Unit and collect said amounts if not paid within seven (7) days of written notice in the same manner as the collection of delinquent assessments. If the recommended amount of insurance changes during the course of your owning the EVCS you agree to obtain the amount that is recommended by the Association's agent. Nothing in this subparagraph shall be construed as impairing the right of the Association to require the Unit Owner to maintain homeowners insurance under the Association's Governing Documents; and

5. Compliance with State and Local Law. You agree to comply with all federal, state and local statutes, laws, ordinances and regulations pertaining to the use of the EVCS, insurance that is required for the installation and for the installation of the EVCS and You shall be responsible for obtaining all approvals or permits and paying all requisite fees, if necessary, including but not limited to engineering fees and/or legal fees. You shall also be responsible for the filing and the recordation fee for this agreement with the Middlesex County Clerk, and You agree to hold the Association harmless and indemnify the Association for any failure to do so. Prior to the installation of the EVCS You agree to provide the Association with a copy of the permit(s) to be issued by the municipality if such permit(s) is necessary. Furthermore, if subsequent to the installation, the law changes and/or the use herein becomes obsolete and/or unlawful it must be immediately brought into compliance and or removed and if You fail to do so, after seven (7) days written notice, the Association may have it done and charge the costs incurred for same back to Your Unit. Additionally, notwithstanding the foregoing, if the laws change with regard to the installation of EVCS the Association shall have the right to require that the Owner comply with the applicable New Jersey law and the Owner shall within thirty (30) days of the Association's request undertake all action required to bring the installation up to the standards required by law. In such case, if the Owner does not comply, the Association may at its option

require the removal of the current installation and/or undertake the required modification necessary to bring the installation up to current standards and shall charge the owner for the cost of same.

5. **Indemnification.** You agree to indemnify, defend, and hold the Association and the Association's Board employees, agents, contractors and subcontractors including the Managing Agent (collectively the "**Indemnified Parties**") harmless from any actions, claims, and expenses (collectively "**Claims**"), including, by way of example rather than limitation, attorneys' fees and disbursements, sustained or incurred by any Indemnified Parties as a result of, arising out of, or in connection with the installation of an EVCS as well as any of Your activities, acts or omissions or those of Your agents, servants, employees, or representatives as they relate to the installation and use as aforesaid.

6. **Responsibility for Damages and/or Repairs and Removal-** In the event that the Association determines that the installation/alteration needs to be removed to make repairs and/or if it becomes obsolete or unlawful, the Association may, upon not less than seven (7) days' notice to You, perform such maintenance, repair or removal and charge the cost to You. Any such charges or costs incurred including but not limited to engineering fees and/or attorney's fees and costs shall constitute a lien on the Unit and may be collected from You in the same manner and subject to the same rights and obligations as the common expense assessments.

7. **Binding Agreement.** All of the obligations contained in these terms and conditions set forth above are binding on You as well as any individual or entity who becomes an owner of the Unit at any time in the future. This license is subject to those rights of the Association contained in the governing documents of the Association, and any existing and future amendments.

8. **Fees and Costs.** Any fees and or costs incurred of any kind related to this installation/alteration described herein including but not limited to legal fees, engineering fees, insurance costs, judgments, etc. shall be Your responsibility and should You fail to pay after seven (7) days written notice of same, the Association may collect these fees in the same manner as provided for in the governing documents of the Association for the collection of delinquent assessments including but not limited to the recording of a lien and the foreclosure of said lien.

9. **Waiver, Release or Estoppel** A waiver by the Association to any term of this License shall constitute a waiver only for that one occasion and shall not be deemed a permanent waiver. No waiver of any breach or default shall excuse any other requirements, conditions, or obligations. If any action by any party shall require the consent or approval of another party, such consent or approval on any one occasion shall not be deemed a consent or approval of any other action on the same or any subsequent occasion. No action by the Association shall be construed to be a waiver of any of the requirements, conditions, or obligations imposed pursuant to this Agreement.

