**ELECTRIC VEHICLE CHARGING STATION HOST SITE AGREEMENT**

This Electric Vehicle Charging Station Host Site Agreement (this “Agreement”), effective as of   **,** (the “Effective Date”), is entered into by and between  **Prime**, whose address is  (“ **Prime**”), and  (“Site Owner”), owning the property located at  (the “Host Site”). **Prime** and Site Owner are each a “Party” to this Agreement and together are the “Parties.”

**Background**

Site Owner desires to have  electric vehicle charging stations installed at the Host Site as part of  **Prime's** Project (the “Project”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Term**. The term of this Agreement begins on the Effective Date and ends on  (the “Term”).
2. **Equipment**.  **Prime** will install  (each a “Station” and together, the “Stations”) on the Host Site under the Project in the locations depicted on the site plan attached as Exhibit A. Product specifications for the Station are provided on the attached Exhibit B. It is currently estimated that installation will occur on or before   **,** ; however, such date is only an estimate, and  **Prime** shall not be liable for any delay in the estimated installation date.
3. **Access to Host Site and Station**. During the Term, Site Owner shall provide  **Prime** and its employees, agents, and contractors with access to the Host Site and Stations for installation, maintenance, data collection, and other uses consistent with this Agreement.  **Prime** will attempt to give Site Owner at least 48 hours’ prior notice before entering the Host Site; however, factors outside **Prime's** control may not always permit such prior notice.
4. **Access to Information**. Site Owner acknowledges that  **Prime** will be collecting Station usage data, including charge event information, such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period, and other anonymized data (collectively, “Data”). Site Owner acknowledges that the Data may be used by  **Prime** for any lawful purpose, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Project. Site Owner hereby expressly grants  **Prime** rights to the Data as described in this paragraph.
5. **Maintenance**. During the Term,  **Prime** shall be responsible for maintaining the Stations in good working order. Such repair and maintenance shall be at **Prime's** cost and expense, except if the need for the repairs and maintenance arises out of the negligence or intentional misconduct of Site Owner or its employees, agents, contractors, or invitees, in which event Site Owner shall reimburse  **Prime** for the cost of such maintenance and/or repair within thirty (30) days after  **Prime's** written request for reimbursement.
6. **Publicity**. Site Owner shall provide  **Prime** unlimited rights to take, use and publish photographs of the Stations and Host Site, which may be included on printed materials or posted on websites in connection with the Project.

1. **Ownership**. Title to the Stations shall remain with  **Prime** during the Term. Upon expiration of the Term, title to the stations shall automatically vest in Site Owner, and, subject to  **Prime's** obligations to maintain the Stations during the Term in accordance with this Agreement, Site Owner shall take title to the Stations in their AS IS WHERE IS condition.
2. **No Right to Remove, Move or Sell the Station**. The Stations may not be sold, retired, disposed of, removed or moved from their place of installation during the Term, without the prior written consent of  **Prime**.
3. **Insurance.** Site Owner shall, at its sole cost and expense, throughout the Term maintain commercial general liability insurance (including contractual liability coverage) with a minimum limit of $1,000,000 per occurrence and $2,000,000 annual aggregate for property damage, personal injury, and bodily injury (including wrongful death) occurring on or about the Host Site and the Stations and insuring against any and all liability arising out of Site Owner’s ownership of the Host Site, insuring on an occurrence basis and naming  **Prime** as an additional insured.
4. **Indemnification**. Site Owner and  **Prime** agree to indemnify and hold each other, and the officers, directors, trustees, employees, agents and affiliates of each other harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, attorneys’ fees) suffered or incurred by the indemnified parties and/or third parties resulting from or arising out of the indemnifying party’s negligent or intentional acts which result in damage to property or injury to person.
5. **Cost of Electricity**. Site Owner shall be responsible for the cost of electricity associated with the Stations; provided, during the first twelve (12) months of the Term,  **Prime** shall reimburse Site Owner for the cost of electricity used to charge electric vehicles using the Stations within thirty (30) days after Site Owner’s written request for reimbursement; and provided further, that the cost of any electricity used by a member of the public pursuant to paragraph 12 below, shall be paid by such member of the public.
6. **Public Use**. During the Term, Site Owner shall provide public access to the Stations on the Host Site during the following times:  (“Public Access Times”). During Public Access Times, any member of the public may use the Stations to charge electric vehicles, subject to payment by such member of the public through the Station software.
7. **Failure to Comply with Terms of the Program**. In the event that Site Owner fails to comply with any term in this Agreement,  **Prime** shall provide a written notice requesting that the Site Owner address the issue to comply with the Agreement terms. If Site Owner is not in compliance with the Agreement terms within thirty (30) days after delivery of such notice from  **Prime**,  **Prime** reserves the right to repossess the Stations provided and to terminate this Agreement.
8. **No Amendment or Modification**. No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by  **Prime** and the Site Owner.
9. **Waiver**. Either Party’s failure at any time to require the other Party’s performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party’s waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party’s failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights.
10. **Applicable law**. This Agreement will be construed, and performance will be determined, according to the laws of the State of without reference to such state’s principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, state of , and federal laws and regulations.
11. **Assignment**. Site Owner may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of  **Prime**. If Site Owner transfers the Host Site to a third party,  **Prime** shall have the option to remove the Stations from the Host Site and terminate this Agreement.
12. **Priority**. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other Project document, this Agreement shall prevail.

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|  **Prime , a**By:  (signature)Name:  Title: Date:  |  **Site Owner**, a By:  (signature)Name: Title: Date:  |

**EXHIBIT A**

**Site Plan and Location of Stations**

**EXHIBIT B**

**Station Product Specifications**