

Record and Return to:
Joseph Arena, Esq.
Becker & Poliakoff
Royal Palm Financial Center
759 SW Federal Highway, Suite 213
Stuart, FL 34994

=====THIS SPACE FOR RECORDER'S USE=====

ELECTRONIC VEHICLE CHARGING STATION USER AGREEMENT

This Agreement is made this _____ day of _____, 202__, by and between _____, hereafter called "Owners" and THE WATERFRONT ON THE OCEAN AT JUNO BEACH CONDOMINIUM ASSOCIATION, INC. hereafter called the "Association".

WHEREAS, Owners have or anticipate having an electric vehicle or plug-in hybrid electric vehicle and have requested that the Association enable the installation of an electric vehicle charging station adjacent to Owners' semi-underground parking space at no cost to Owners; and

WHEREAS, the Association has granted the Owners' request in part in consideration for Owners' agreement to the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to Fla. Stat. §718.113(9), the Association is specifically authorized to establish the charges and manner of payments for users of an electric vehicle charging station.

NOW THEREFORE, in consideration for the Association's granting of Owners' request and in further consideration for the forthcoming installation of an electric vehicle charging station that Owners may use, Owners agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Owners are the owners of that certain condominium unit known as:

Street Address

which is legally described as:

(insert Legal Description of Condominium Unit from deed)

hereinafter called the "Unit".

3. Owners have the exclusive right to use that certain limited common elements, semi-underground parking space that is appurtenant to their condominium unit and that is known as:

(insert description of LCE parking space), hereinafter called Owners' "Space".

4. Owners acknowledge that they shall have the non-exclusive right to use the electric vehicle charging station installed adjacent to their Space subject to any instructions and/or directions issued by the charging station's owner, the manufacturer(s) of the charging station equipment that is installed, and/or the Association. Additionally, Owners further acknowledge that they shall be

required to comply with any and all duly adopted Association Rules and Regulations pertaining to the use of electric vehicle charging stations, pertaining to keeping electric vehicles on the condominium property, and/or pertaining to removing electric vehicles from the condominium property upon the occurrence of certain circumstances.

5. Furthermore, in part as consideration for receiving the installation of an electric vehicle charging station adjacent to their Space, Owners shall be liable to the Association for reimbursement of any and all charges, fees, penalties, electricity costs, and costs of any other kind that are not covered by insurance and that are incurred by the Association as the result of the use by Owners, as well as by their tenants, family members, guests, and invitees, of the electric vehicle charging station that is installed adjacent to Owners' Space. When demanded by the Association, reimbursement shall be due in full within fourteen (14) days, and the failure to timely tender reimbursement as required by this Agreement shall result in the obligation becoming Owners' personal obligation as well as the obligation becoming collectable in the same manner as a condominium assessment, to the extent permitted by law.
6. Owners acknowledge that the electric vehicle charging station that is installed adjacent to Owners' Space will be the personal property of charging station's owner unless and until such charging station is made available for sale and is sold. Owners shall promptly notify the Association of any suspected maintenance to the electric vehicle charging station that Owners believe is required.
7. Owners hereby give an easement for encroachments into the Space and/or otherwise shall tolerate such encroachments as may be necessary to accommodate the installation, removal, and/or maintenance of the electric vehicle charging stations.
8. Owners acknowledge that the Association does not guarantee the continuous availability of the electric vehicle charging stations. Charging stations may be periodically unavailable for reasons, including but not limited to, that they are in use charging other vehicles, that an electrical power outage is occurring, and/or that they are undergoing maintenance. Also, Owners acknowledge that their electric vehicles may be incompatible with the charging stations for any number of reasons. Owners shall ensure that electric vehicles that are not compatible with the charging stations, that may foreseeably be damaged by being connected to the charging stations, and/or that may be unsafe to charge on the condominium property, shall not be connected to the charging stations.
9. Notwithstanding anything contained in this Agreement to the contrary, the Association makes no representation, warranty, or guarantee of any kind that its relationship with the electric vehicle charging stations' owner will continue for any certain length of time, that the removal or relocation of electric vehicle charging stations will not occur, and/or that the price, terms, and conditions of payment for the electricity dispensed from the electric vehicle charging stations will not be changed.
10. Any damage to the Association's property, common elements, or limited common elements caused by the negligent use of the electric vehicle charging station that is installed adjacent to Owners' Space by Owners, as well as by their tenants, family members, guests, and invitees, shall be the responsibility of the Owners, and all costs of repair shall be promptly paid by Owners, or shall result in the obligation becoming Owners' personal obligation as well as the obligation becoming collectable in the same manner as a condominium assessment, to the extent permitted by law.
11. Any damage to the electric vehicle charging station that is installed adjacent to Owners' Space caused by the negligence of the by Owners, as well as by their tenants, family members, guests, and invitees, shall be the responsibility of the Owners, and all costs of repairs shall be promptly

paid by Owners, or shall result in the obligation becoming Owners' personal obligation as well as the obligation becoming collectable in the same manner as a condominium assessment, to the extent permitted by law.

12. Owners, on behalf of themselves, their successors, heirs, and assigns, do hereby hold harmless and indemnify the Association, including its officers, directors, employees, and agents, from and against any damage, liability, claims, and/or injuries resulting from or associated with the negligent use of the electric vehicle charging station that is installed adjacent to Owners' Space by Owners as well as by Owners' tenants, family members, guests, and invitees.
13. In addition, Owners, on behalf of themselves, their successors, heirs, and assigns do hereby release the Association, including its officers, directors, employees, and agents, from and against any and all damage, liability, claims, and/or injuries resulting from or associated with their use of the electric vehicle charging stations unless and except for damage, liability, claims, and/or injuries directly resulting from the Association's gross negligence, willful misconduct, or breach of this Agreement.
14. Following the installation of the electric vehicle charging station that is installed adjacent to Owners' Space, Owners shall refrain from assigning their Space to other unit owners, pursuant to the authority found within Section 24(B)(5) of the Association's Declaration of Condominium, as amended, unless and until such other assignee unit owners have entered into a separate, similar Agreement to this one with the Association. In the event of a breach of the obligations of this paragraph, as its non-exclusive remedy, the Association shall have the right to compel the re-assignment of the Space to Owners.
15. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida and shall, for all purposes, constitute a covenant running with the land as to the above-described condominium unit. This Agreement shall bind the Owners and any future owners of the Unit who have exclusive use rights in the Space, so long as this Agreement remains in force and effect. In the event that the Space is no longer appurtenant to the Unit for any reason, then the owners of the Unit may petition the Association for a recorded termination of this Agreement, which shall not be unreasonably withheld.
16. In any action to enforce the terms of this Agreement, which action shall be venued in Palm Beach County Florida, the prevailing party shall be entitled to reimbursement for its reasonable attorneys' fees and costs incurred in such enforcement action from the non-prevailing party.
17. Time is of the essence with regard to all timeframes specified herein.
18. No modification, waiver, amendment, or change to this Agreement shall be valid unless the same is made in writing and is signed by the Association and the Owners.
19. For all purposes, this Agreement shall be deemed jointly drafted by the parties and shall thereby not be construed more strictly against any party.
20. The failure of any party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving enforcement any such terms and conditions.

(SIGNATURES ON FOLLOWING PAGES)

WITNESSES:

**THE WATERFRONT ON THE OCEAN AT JUNO
BEACH CONDOMINIUM ASSOCIATION, INC.**

Witness #1 Signature

By: _____
Its President

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____ as President of The Waterfront on the Ocean at Juno Beach Condominium Association, Inc. [] who is personally known to me or [] has produced _____ as identification.

Notary Seal

Notary Signature

WITNESSES:

OWNERS

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____ [] who is personally known to me or [] has produced _____ as identification.

Notary Seal

Notary Signature

WITNESSES:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____ [] who is personally known to me or [] has produced _____ as identification.

Notary Seal

Notary Signature