

CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC
ELECTRIC VEHICLE CHARGER INSTALLATION AGREEMENT

THIS ELECTRIC VEHICLE CHARGER INSTALLATION AGREEMENT ("Agreement") is made and entered into as of _____ by and among Casa Park Villas of Tuscawilla Homeowners' Association, Inc ("Association") and _____, an individual and a member of the Association ("Owner"), whose address is _____.

RECITALS

WHEREAS, Association is a Florida Not for Profit Corporation;

WHEREAS, Owner is obligated to follow the covenants and restrictions set forth in the Declaration of Covenants and Restrictions for Casa Park Villas ("Declaration") as recorded at Official Records Book 1515, Page 1957, of the Public Records of Seminole County,

WHEREAS, Owner wishes to install an electric vehicle charger on their Unit; and

WHEREAS, Owner has received Architectural Control Board approval to install an electric vehicle charger on the condition of execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the sufficiency of which the Association and Owner (collectively, the "Parties") acknowledge, hereby agree as follows:

1. **Recitals.** The above- referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Electric Vehicle Chargers.** In connection with the Parties' mutual execution of this Agreement and terms herein, the Parties agree as follows:

- A. Owner shall cover all costs associated with installation, removal or use of the electric vehicle charger.
- B. Owner shall be responsible for any and all damage to the Common Area, Lot or Unit from the installation, removal or use of the electric vehicle charger.
- C. Owner shall be responsible to remove charging cord from Common Area when lawn vendor is in the community.
- D. Owner shall hire a licensed and insured contractor to install the electric vehicle charger.
- E. Owner shall indemnify, defend, and hold harmless Association from and against any and all liability, claims, damage and expenses, including attorneys' fees and litigation costs through all appeals, relating to or arising out of any loss, property damage, personal injury or otherwise which may arise out of the installation and use of the electric vehicle charger.

3. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.

4. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Seminole County, Florida.

5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, agents and representatives of the Parties

6. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

7. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising here from, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

8. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity of unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

9. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

10. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

11. **Invalidity of Any Provision.** In the event any provision hereof shall be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. In lieu of each clause or provision of this Agreement, which is declared unenforceable or invalid, there shall be substituted as part of this Agreement a clause or provision as nearly identical as possible which is legal, enforceable, and valid.

12. **Effective Date.** This Agreement shall become effective upon the date of execution by the as last of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

**CASA PARK VILLAS OF TUSCAWILLA
HOMEOWNERS' ASSOCIATION, INC.**

OWNER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Date: _____