

Indemnity Agreement – EV Charging at _____ Building Name

This Indemnity Agreement (the “Agreement”) is made and entered into as of

_____ (the “Effective Date”), by and between
Effective Date

_____, **Condominium Corporation No.** _____, with an
Condo Corp. Name

address of _____ (the “Indemnitee”),
Street Address, City, Province, Postal Code

and _____, with an address of
First & Last Name

_____ (the “Indemnifier”), each a
Street Address, City, Province, Postal Code

“Party” and collectively, the “Parties.”

BACKGROUND

Whereas the Indemnitee seeks protection from any personal liability, claim, suit, action, loss, or damage that may arise in connection with the Indemnifier’s participation in the Activity, and;

Whereas the Indemnifier seeks to minimize any hardship or loss the Indemnitee may incur as a result of such liability, claim, suit, action, loss, or damage;

Now therefore, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Indemnified Activity

The Indemnitee seeks to be protected from any issues, claims, or damages to the Indemnifier or the Indemnifier’s property arising from the Indemnifier’s use of the EV charging solution provided by the Condominium Corporation, including the use of common property electricity and related equipment for the purpose of charging any electric vehicle. This applies to any vehicle utilizing the charging equipment.

2. Indemnity

The Indemnifier agrees to indemnify and hold harmless the Indemnitee, including its officers, directors, agents, employees, contractors, and authorized representatives, from and against any and all claims, losses, damages, liabilities, penalties, expenses, legal fees, and costs of any kind whatsoever arising from or related to the Indemnified Activity.

3. Notice of Claim

If the Indemnitee receives notice of any claim or legal proceeding in connection with the Activity, the Indemnitee shall notify the Indemnifier in writing within five (5) business days and provide any relevant details or documentation known to the Indemnitee.

4. Cooperation

The Indemnitee agrees to cooperate fully with the Indemnifier in the defense of any claim or proceeding under this Agreement. The Indemnifier agrees to act in good faith and use best efforts to indemnify and reimburse the Indemnitee for any reasonable expenses, judgments, fines, or settlements incurred in connection with such claims.

5. Term

This Agreement shall remain in effect from the Effective Date and shall continue in force for as long as the Indemnifier is permitted to use the EV charging equipment or until this Agreement is terminated in accordance with Section 8.

6. Consent to Settlement

The Indemnifier shall not settle or compromise any claim or proceeding without the prior written consent of the Indemnitee.

7. Confidentiality

The Indemnifier agrees to maintain in strict confidence any proprietary or confidential information received from the Indemnitee, including technical or operational details of the charging equipment. This obligation shall survive the termination of this Agreement.

8. Termination

This Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party.

9. Representations and Warranties

Each Party represents and warrants that it has full legal authority to enter into this Agreement and that doing so does not violate any other agreement, law, or regulation.

10. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

11. Waiver

No waiver of any provision of this Agreement shall be deemed or constitute a continuing waiver unless expressly stated in writing by the waiving Party.

12. Legal Fees

In the event of a dispute resulting in legal proceedings, the prevailing Party shall be entitled to recover reasonable legal fees and costs incurred.

13. Legal and Binding Agreement

This Agreement is legal and binding in the Province of Alberta, Canada. Each Party confirms that it has the capacity and authority to enter into this Agreement.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of **Alberta** and the applicable federal laws of Canada.

15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings. Any modification to this Agreement must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Indemnity Agreement as of the Effective Date:

INDEMNITEE

Signed: _____
Name: _____
Title (if applicable): _____
Date: _____

INDEMNIFIER

Signed: _____
Name: _____
Unit Number (if applicable): _____
Date: _____