

# Indemnity Agreement – EV Charging at \_\_\_\_\_ Building Name

This Indemnity Agreement (the “Agreement”) is entered into on \_\_\_\_\_ (the “Effective  
Effective Date

Date”), by and between \_\_\_\_\_, Strata Corporation No. \_\_\_\_\_, with an address of  
Strata Name Strata No.

\_\_\_\_\_ (the “Indemnitee”), and  
Street Address, City, Province, Postal Code

\_\_\_\_\_, with an address of  
First & Last Name

\_\_\_\_\_ (the “Indemnifier”), individually referred to as a “Party”  
Street Address, City, Province, Postal Code

and collectively as the “Parties.”

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## BACKGROUND

Whereas the Indemnitee seeks protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee’s involvement in the Activity; and

Whereas the Indemnifier wishes to minimize any hardship the Indemnitee might suffer as a result of such liability, claim, suit, action, loss, or damage;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. Indemnified Activity

The Indemnitee seeks to be protected from any issues, damages, or claims arising from the Indemnifier’s use of the Strata EV charging equipment, common property electricity, and associated systems for the purpose of charging an electric vehicle. This includes any vehicle that utilizes the charging equipment, whether owned or operated by the Indemnifier or not.

### 2. Indemnity

The Indemnifier agrees to indemnify and hold harmless the Indemnitee, including its affiliates, officers, agents, employees, and permitted successors and assigns, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind whatsoever that arise from or relate to the Activity.

### **3. Notice of Claim**

In the event of any claim or legal action, the Indemnitee shall provide prompt written notice to the Indemnifier and shall notify the Indemnifier of any related legal proceedings within five (5) days of receiving notice of such proceedings. The Indemnitee shall provide the Indemnifier with all relevant information in its possession relating to the claim or action.

### **4. Cooperation**

The Indemnitee agrees to fully cooperate with the Indemnifier in defending any claim or action for which indemnity is sought. This includes providing relevant documentation, responding to reasonable requests, and assisting in any investigation or litigation process. The Indemnifier agrees to act in good faith and use best efforts to ensure the Indemnitee is fully indemnified for all related expenses, judgments, settlements, and liabilities reasonably incurred.

### **5. Term**

This Agreement shall remain in effect from the Effective Date and shall continue for as long as the EV charging equipment remains in service and in use by the Indemnifier.

### **6. Consent to Settlement**

The Indemnifier shall not settle any claim or action relating to the Activity without obtaining the prior written consent of the Indemnitee.

### **7. Confidentiality**

During the term of this Agreement, the Indemnitee may share proprietary or confidential information with the Indemnifier. The Indemnifier agrees not to disclose such information to third parties or use it for personal benefit. This clause shall survive the termination of this Agreement.

### **8. Termination**

This Agreement may be terminated by either Party at any time upon written notice to the other Party. Termination does not release the Indemnifier from obligations arising from activities prior to the date of termination.

### **9. Representations and Warranties**

Each Party represents that it has full authority to enter into this Agreement and that doing so will not violate the rights of any third party or any existing agreements or laws.

## 10. Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

## 11. Waiver

No waiver of any term or condition of this Agreement shall be deemed a continuing waiver or a waiver of any other term or condition.

## 12. Legal Fees

In the event of a dispute resulting in legal action, the successful Party shall be entitled to recover reasonable legal fees and associated costs from the other Party.

## 13. Legal and Binding Agreement

This Agreement constitutes a legal and binding obligation on both Parties. Each Party affirms that it has the authority to enter into and execute this Agreement.

## 14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Any disputes shall be subject to the exclusive jurisdiction of the courts of British Columbia.

## 15. Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes all prior discussions or agreements. Any amendments must be made in writing and signed by both Parties.

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**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above:**

### Indemnitee

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Indemnifier

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_