

Indemnity Agreement – EV Charging at _____
Building Name

This Indemnity Agreement (the “Agreement”) is made as of _____ (the
Date
“Effective Date”) by and between _____, **Ontario**
Condominium Corp. Name

Condominium Corporation No. _____ (the “Indemnitee”), having its registered office
at _____, and **[Name of**
Street Address, City, Province, Postal Code
Indemnifier] (the “Indemnifier”), of

_____. The Indemnitee and the
Street Address, City, Province, Postal Code
Indemnifier are each a “Party” and together the “Parties.”

BACKGROUND

Whereas the Indemnitee is the condominium corporation responsible for the common elements and facilities of the condominium plan governed by the **Condominium Act, 1998 (Ontario)**; and

Whereas the Indemnifier desires to use the corporation’s EV charging equipment and common-element electricity to charge an electric vehicle; and

Whereas the Indemnitee requires protection against any liability, claim, suit, action, loss or damage arising out of the Indemnifier’s use of that equipment;

Now therefore, in consideration of the mutual covenants herein and other good and valuable consideration, the Parties agree as follows:

1. Indemnified Activity

The “Activity” under this Agreement is the Indemnifier’s use of the Indemnitee’s EV charging station, associated electrical infrastructure, and common-element electricity supply for charging any electric vehicle.

2. Indemnity

The Indemnifier shall indemnify and hold harmless the Indemnitee (and its directors, officers, employees, agents, contractors and permitted assigns) from and against any and all claims,

losses, damages, liabilities, penalties, fines, costs and expenses (including reasonable legal fees) arising out of or in connection with the Activity.

3. Notice of Claim

If any claim or legal proceeding is asserted against the Indemnitee relating to the Activity, the Indemnitee shall give the Indemnifier prompt written notice (but in no event later than five (5) business days after receiving it) and shall provide all relevant information and documentation in its possession.

4. Cooperation

The Indemnitee shall cooperate fully with the Indemnifier in the defense or settlement of any such claim or proceeding. The Indemnifier shall have the right to control the defense and settlement thereof, provided that no settlement shall be made without the Indemnitee's prior written consent.

5. Term

This Agreement shall commence on the Effective Date and shall remain in effect for as long as the Indemnifier is authorized to use the EV charging equipment, unless earlier terminated in accordance with Section 8.

6. Consent to Settlement

The Indemnifier shall not settle any claim or action relating to the Activity without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld.

7. Confidentiality

The Indemnifier shall keep confidential all proprietary or technical information regarding the Indemnitee's charging equipment and common-element systems disclosed in connection with this Agreement and shall not use such information for any purpose other than fulfilling its obligations hereunder. This obligation survives termination.

8. Termination

Either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other Party. Termination does not affect the Indemnifier's obligations with respect to any claims arising prior to the effective date of termination.

9. Representations and Warranties

Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement and that doing so will not violate any law or contractual obligation.

10. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

11. Waiver

No waiver by either Party of any breach or default shall be deemed a waiver of any subsequent breach or default.

12. Legal Fees

In any action or proceeding to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable legal fees and costs.

13. Legal and Binding Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings, written or oral.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties attorn to the exclusive jurisdiction of the courts of Ontario.

15. Entire Agreement

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

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

INDEMNITEE

Name: _____

Title: _____

Date: _____

INDEMNIFIER

Name: _____

Unit/Address: _____

Date: _____