

**ELECTRIC VEHICLE CHARGING STATION
GRANT AGREEMENT**

THIS GRANT AGREEMENT (the "Agreement"), is entered into this 11th day of July, 2018,
by and between

ELECTRIC VEHICLE INSTITUTE
1120 North Charles Street, Fourth Floor
Baltimore, MD 21201
Hereinafter "Grantor"

And

TOWN OF EDMONSTON
5005 52nd Avenue
Edmonston, MD 20781
Hereinafter "Grantee"

PREMISES

The Town of Edmonston (GRANTEE) has initiated efforts to promote electric vehicle adoption and use by its staff and members. The Electric Vehicle Institute (EVI) is a Maryland-based electric vehicle supply equipment company that provides electric vehicle (EV) charging station development and installation, EV battery maintenance and reclamation, fleet development and management, customized architecture layout for EV facilities, and EV implementation and maintenance plans. As such a company, and based in Maryland, EVI wishes to promote EVs and provide support of GRANTEE's EV infrastructure and initiatives through providing material, technical, and labor support to develop a network of EV chargers. EVI has received private grant funds, which it wishes to use to support GRANTEE's EV infrastructure through the installation of EVI electric vehicle charging stations (the "Project").

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

I. Purpose of Grant

The purpose of this Grant Agreement is to establish a framework for EVI to provide electric vehicle charging infrastructure and service through the deployment of EVI Level 2 electric vehicle charging stations on a no-cost, turnkey basis to GRANTEE, which will include technical and labor support as well as five (5) years of maintenance and repair of the stations.

II. Payments and Source of Funding

The installation of the Project shall be funded solely by EVI and GRANTEE shall not be billed anything by EVI. The Project shall include a five-year repair and maintenance plan of the stations.

III. The Grant

The Grant is for the turnkey installation with five (5) years of maintenance of EVI Level 2 Electric Vehicle Chargers located in the parking areas selected and approved by GRANTEE ("Premises"). The Premises shall include:

- 5005 52nd Avenue
- _____
- _____

Prior to installation at each location, finalized technical documentation and service manual will be delivered to GRANTEE.

IV. Term

The term of this Agreement shall commence upon execution by all parties and last for a period of five (5) years; provided, however, that the obligations of EVI for maintenance and repair and technical and labor support referred to in Section I above shall continue for five (5) years after the date(s) on which each individual charging station is installed and becomes operational.

V. Termination

If through any cause, EVI fails to fulfill in a timely and proper manner its obligation under this Agreement, or if EVI violates any of the terms and conditions of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement, after giving written notice to EVI, of its intent to terminate the Agreement and specifying the grounds of termination.

EVI shall have sixty (60) days from receipt of notice of termination to cure the said default. If the default is cured within the stated time, the Agreement shall continue, as if no default had occurred. But, if EVI has not cured the default within the said sixty (60) days, the Agreement may terminate without further notice.

GRANTEE shall have the right to terminate this Agreement, without cause and further obligation, upon thirty (30) days written notice to EVI.

VI. Representations and Warranties

EVI is a corporation duly organized, validly existing, and in good standing under the laws of Maryland, with full power and authority to conduct its business as it is now being conducted, to own or to use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement.

VII. Indemnification

Notwithstanding any other provisions in the agreement, EVI shall indemnify, defend, and hold harmless GRANTEE, its elected/appointed officials, departments, employees, agents and volunteers (collectively, "the Indemnified Parties") from any and all claims, demands, suits and actions, including reasonable attorney's fees and court costs connected therewith, brought against

the Indemnified Parties ("Claims") arising as a result of any direct or indirect, willful, or negligent act or omission of EVI, its employees, agents, and volunteers in the performance of the Project, except for Claims arising out of the direct or indirect, willful, or negligent act or omission of the Indemnified Parties.

VIII. Notice

All notices required or permitted hereunder to be given by either party to the other shall be in writing and shall be sent via United States certified mail, return receipt requested, or hand delivered to the parties at the addresses below:

To GRANTEE: Attn: Rod Barnes
TOWN OF EDMONSTON
5005 52nd Avenue
Edmonston, MD 20781

To EVI: Attn: Matthew Wade, CEO
ELECTRIC VEHICLE INSTITUTE
1120 North Charles Street, Fourth Floor
Baltimore, MD 21201

IX. General Provisions

(a) The design/deployment of the Project shall be at location(s) chosen at the sole discretion of the GRANTEE.

(b) The EVI Level 2 electric vehicle charging stations shall be covered by a five (5) year repair and maintenance program providing all necessary maintenance by EVI. The electricity and power source shall be the responsibility of the GRANTEE.

(c) EVI will manage and monitor the use of the electric vehicle charging stations for a five (5) year period. After which time, EVI shall provide a final Project report to GRANTEE and cease all monitoring, unless given written permission by GRANTEE. Such written permission may include the payment of fees.

(d) The individuals executing this Agreement on behalf of the parties hereto, certify that to the best of that person's knowledge and belief, he or she is authorized to sign this Agreement on behalf of the his/her respective party and to commit his/her party to the obligations set forth herein.

X. Maryland Law Prevails

The law of Maryland shall govern the interpretation and enforcement of this Agreement.

XI. Agreement Binding on Successors and Assigns

This Agreement shall bind the respective successors and assigns of the parties.

XII. Amendments to the Grant

No amendment to this Agreement is binding unless it is in writing and signed by both parties.

XIII. Merger

This Agreement and any terms and conditions expressly incorporated by reference herein embody the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than those contained herein or incorporated herein by reference.

XIV. Severability

If any provision of this Agreement is deemed unlawful or unenforceable, all remaining provisions of this Agreement shall continue in full force and effect.

XV. Party Representatives

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Matthew Wade, CEO
Electric Vehicle Institute

Tracy R. Gant, Mayor
Town of Edmonston

(Or any other person as may be designated in writing)

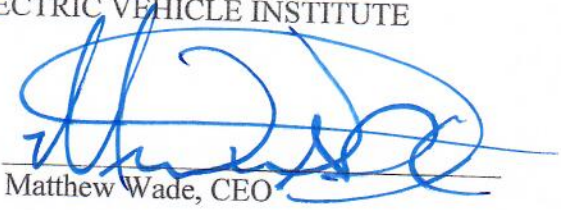
(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby evidence their Agreement to the above terms and conditions by having caused this Agreement to be executed, sealed and delivered the day and year first above written.

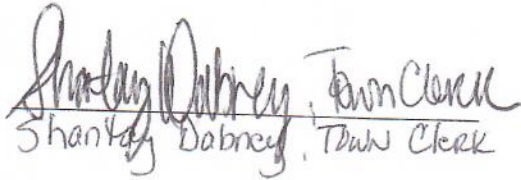
ATTEST/WITNESS:



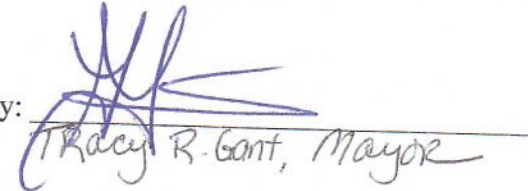
ELECTRIC VEHICLE INSTITUTE

By: 
Matthew Wade, CEO

ATTEST/WITNESS:


Shanley Dabney, Town Clerk

TOWN OF EDMONSTON

By: 
Tracy R. Gant, Mayor

Approved for Form and Legal Sufficiency
this 11th day of July, 2018

By: _____
