



## **Lease Addendum Electric Vehicle Charging**

This Lease addendum (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_, 20\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_, 20\_\_ (the “**Lease**”), by and between **Fort Huachuca-YPG Communities II, L.L.C., an Arizona limited liability company dba Mountain Vista Communities (“Owner”)**, and \_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. (All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease)

WHEREAS, the Lease provides for certain terms and conditions under which the Tenant may occupy and use the Premises; and

WHEREAS, in order to facilitate the installation and use of electric vehicle chargers (“**EV Chargers**”) for tenants who own, or intend to purchase, electric vehicles, at the Installation, the parties hereby agree to amend the Lease to establish policies and procedures governing the installation, maintenance, and use of EV Chargers at the Premises;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Recitals:**

The recitals set forth above are incorporated into and made part of this Addendum as though fully set forth herein.

### **2. Sole Authorized Vendor:**

a. The Tenant hereby acknowledges and understands that TRO Energy Solutions (“**TROES**”) is the sole authorized vendor for the installation, maintenance and provider of EV Chargers at the Installation. The use of any other party, including the Tenant, or other equipment shall be strictly prohibited and be deemed a material breach of the Lease.

b. The Tenant acknowledges and agrees that it shall strictly follow the policies and procedures set forth in this Addendum relating to the EV Chargers. Tenant further understands and acknowledges that Tenant will be solely responsible for the electric charging costs based upon the subscription plan Tenant selects with TROES.

c. The Tenant acknowledges that (x) Owner is only facilitating the Tenant’s engagement with TROES, (y) Owner will not be a party to any agreement related to the EV Chargers and will have no obligations or liability under any agreement between Tenant and TROES and (z) any complaints or issues with respect to the EV Chargers and/or TROES shall be raised directly with TROES and Owner shall have no responsibility with respect thereto.

### **3. Tenant Obligations and Understandings:**

a. Prior to installation of a EV Charger at the Premises, the Tenant must:

- (1) Execute a copy of this Addendum.

- (2) Provide valid proof of renters' insurance evidencing general liability insurance coverage of a minimum of \$100,000 and personal property insurance coverage of a minimum of \$10,000 for the duration of their tenancy at their sole cost and expense. Resident's Renters Insurance Policy shall name Fort Huachuca-YPG Communities II, L.L.C. at 2317 Smith Street, Building 52065, Fort Huachuca, Arizona 85613 as an additional insured. Residents are strongly encouraged to insure personal property in an amount sufficient to cover the resident's property.

b. Tenant understands and acknowledges each of the following:

- (1) Tenant shall be responsible for contacting TROES to initiate the set-up and installation process.
- (2) The EV Charger and related infrastructure installed by TROES shall become fixtures of the Premises and shall remain with the unit upon the Tenant's vacating or termination of the Lease. For the avoidance of doubt, the Tenant may remove and retain any charger components specific to the vehicle that is owned by the Tenant.
- (3) The installation of any EV equipment, including, but not limited to, EV Chargers or EV plug converters, without the express prior written consent of Owner is strictly prohibited.
- (4) Tenant shall be held responsible for any damage to the EV Charger or associated equipment due to Tenant's, or Tenant's guests', negligence, misuse, or willful misconduct.
- (5) EV charging capabilities cannot be guaranteed in every home. Prior to installation, TROES will inspect the Premises to ensure the unit has the adequate infrastructure in place to permit the installation of the EV Charger and notify you if the Premises will not support the installation of an EV Charger.

4. This Addendum constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, and agreements between the parties.
5. Tenant and Owner acknowledge and agree that the terms of this Addendum shall control in the event of a conflict between this Addendum and the Lease.
6. As amended by this Addendum, the Lease is hereby ratified and shall continue in full force and effect in accordance with its terms.

**{Signatures appear on the following page}**

**Acknowledgment:** By their signatures below, the parties hereto acknowledge that they have read, understood, and agreed to the terms and conditions set forth in this Addendum.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**

**Owner or Owner's Representative**

*(All residents must sign)*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

*(Signs below)*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_