

**DRAFT**

22 Station Owners Association, Inc. and Palisades Village Neighborhood  
Company Electric Vehicle Charging Policy

**DRAFT**

Adopted \_\_\_\_\_, 2022

Recitals

- (A) Electric vehicle charging station means a station that is designed in compliance with the California Building Standards Code and delivers electricity from a source, including but not limited to, a National Electrical Manufacturers Association standard alternating current power plug, outside an electric vehicle into one or more electric vehicles. An electric vehicle charging station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging plug-in electric vehicles.
- (B) 22 Station Owners Association, Inc. (“22 Station”) and Palisades Village Neighborhood (“PVNC”) as the Master and Sub Associations (“Association”) govern the common area in parking area P1 in Buildings 4 and 5 of the Village at Palisades Tahoe and the terms of use of any electric vehicle charging station (EVCS).
- (C) Palisades Tahoe Resort (PTR) owns the parking area P2 in in Buildings 4 of the Village at Palisades Tahoe (“PTR Parking Area” or “PTRPA”). The PTRPA is not Association common area. PVNC manages the PTRPA in partnership with PTR. PVNC and 22 Station may sign an agreement with PTR that provides 22 Station/PVNC an easement to install and operate EVCS in P2, Building 4 and for Owners and their guests to access the PTRPA to connect to EVCS and occupy EVCS parking spaces. 22 Station and PVNC govern the terms of use of any EVCS in PTRPA.
- (D) Association is installing, operating, and offering Association Electric Vehicle charging stations (“Association EVCS”) in parking areas in P1 in Building 4 of the Village at Palisades Tahoe (“Common Area Parking Area” or “CAPA”), as a service for a fee to Association Owners and their guests as contemplated in California Civil Code Section 4745 (h). Specifically, Association may install electric vehicle charging stations in the common area for the use of all members of Association, and Association shall develop appropriate terms of use for the charging stations. 22 Station owns or leases and supplies the electricity for the charging stations in the CAPA. Association defines the terms of use of the Association EVCS in the CAPA.

**DRAFT**

## DRAFT

- (E) Association might install, operate, and offer Association EVCS in parking areas, P2 in Buildings 4 of the Village at Palisades Tahoe, as a service for a fee to Association Owners and their guests. 22 Station owns or leases and supplies the electricity for the charging stations in the PTRPA. Association defines the terms of use of these EVCS in the PTRPA.
- (F) It is the policy of the state of California to promote, encourage, and remove obstacles to the use of electric vehicle charging stations. However, Association may define appropriate terms of use for any EVCS in CAPA and impose reasonable restrictions.

NOW, THEREFORE, Association hereby adopts the following Association Electric Vehicle Charging Policy:

- (A) Only Owners and their guests shall use Association EVCS. In order to use an Association EVCS, Owners and their guests shall complete and sign a P1 (and P2), Building 4 Garage Electric Vehicle Charging Stations Registration and Assumption of Risk and Liability Waiver and Release Agreement See Attachments III and IV. Association at its sole discretion may deny use of Association EVCS to any Owner and guest.
- (B) Owners and their guests will incur fees to use Association EVCS. Association at its sole discretion will set the fee structure and levels.
- (C) Association EVCS Terms of Use. The terms of use for Association EVCS are described in Attachment I. These terms of use may be changed and updated at the sole discretion of Association. Changes and updates will be communicated to the Association Owners on the Association website.
- (D) Association Owners may install and operate an EV charging station (“Owner EVCS”) in CAPA only with the prior consent and approval of both Association Boards. Otherwise, the installation and operation of an Owner EVSC of any kind in the CAPA including, but not limited to, an Owner EVCS that is connected to a National Electrical Manufacturers Association standard alternating current power plug is proscribed.
- (E) Requisite conditions for consent and approval of Association Boards. Association shall approve the installation of an Owner EVCS including, but not limited to, an Owner EVCS that is connected to a National Electrical Manufacturers Association standard alternating current power plug, only if the owner completes and signs the form in Attachment II and agrees to do all of the following:

DRAFT

**DRAFT**

- (i) Comply with Association's architectural and design standards for the installation of the EVCS described in Attachment II which may be updated at Association's sole discretion for prospective applications.
- (ii) Engage a licensed contractor to install the EVCS.

**DRAFT**

- (i) Comply with any applicable national, state, county, or local government laws and regulations. Obtain any requisite building permits prior to commencing installation.
- (iv) Within 14 days of tentative approval, provide a certificate of insurance that names Association as an additional insured under the Owner's insurance policy in the amount of one million dollars (\$1,000,000). That Owner and each successor Owner shall provide Association with the certificate of insurance annually thereafter. An Owner shall not be required to maintain a homeowner liability coverage policy for a charging station that connects to an existing National Electrical Manufacturers Association standard alternating current power plug.
- (v) Pay for both the costs associated with the installation of and the electricity usage associated with the EVCS including possibly, but not limited to, the activation of a National Electrical Manufacturers Association standard alternating current power plug and installation of a meter to provide an auditable measurement of electricity usage.
- (vi) The Owner and each successive Owner of the EVCS for perpetuity or until the EVCS is removed and the site is restored to its previous condition shall be responsible for all of the following:
  - (a) Costs for damage to the EVCS, common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the EVCS.
  - (b) Costs for the maintenance, repair, and replacement of the EVCS until it has been removed and for the restoration of the common area after removal.
  - (c) The cost of electricity associated with the EVCS.
  - (d) Disclosing to prospective buyers the existence of any EVCS of the Owner and the related responsibilities of the Owner under this section and Civil Code Section 4745.

- (F) Owner EVCS Terms of Use including, but not limited to, installation and operation. Owner will abide by aforementioned terms in Sections D and E. If

**DRAFT**

**DRAFT**

Owner does not comply with these terms, Owner will cease and desist installation and/or use of the Owner EVCS until Owner demonstrates compliance. Association may discontinue provision of electricity until Owner is in compliance.

- (G) Owner of Owner EVCS Failure to Comply. If Owner violates or does not comply with the aforementioned terms in Sections D and E and does not cease and desist after receiving written notice from Association, Association may at its sole discretion, after notification and a hearing, suspend the rights of the Owner and his/her guests from the use of any recreation Common Area and from participation in Association affairs, and fine the Owner \$100 for each violation. The Owner shall pay any such fine to Association within thirty (30) days after Owner receives written notice from Association.

**DRAFT**

- H) Occupying Association ECVS and Not Charging. If any Owner parks any vehicle in the spaces adjacent to an Association ECVS and does not charge, Association may at its sole discretion suspend the rights of the Owner and his/her guests from the use of any recreation Common Area and from participation in Association affairs, and, fine the Owner \$100 for each violation. The Owner shall pay any such fine to Association within thirty (30) days after Owner receives written notice from Association. These penalties are in addition to any penalties described in Attachment I.

**DRAFT**

**DRAFT**

## Attachment I

### 22 Station and PVNC Electric Vehicle Charging Station (EVCS) Terms of Use

#### Availability and Access

- Planned EVCS operating times are 24 x 7. Certain user groups may be unable to access during peak or other periods.
- Any individual Owner or Guest shall use one (1) EVCS and occupy one (1) parking space at one time.
- Availability is on a first come-first serve basis. Waiting lists in the EVCS applications have priority over vehicles physically waiting. First position in the application waiting list will expire in a number of minutes after no show.
- Association may restrict/limit availability/charging time per vehicle during certain time periods.
- Vehicle must have a valid Owner or Guest permit displayed and visible at all times during charging and parking.

#### Pricing

**DRAFT**

- 22 Station Unit Owner. EVCS fees and rates will be cost based to recover the cost of electricity and overhead. 22 Station Unit Owners may have most favorable pricing.
- Owners' guests. EVCS fees will be market based.
- Other users. EVCS is intended for PVNC Owners, 22 Station Unit Owners, and Palisades Tahoe Resort, LLC employees. Unauthorized access and usage will either be denied access and usage or pay premium fees.
- Overstay fees. Fee of \$XX.XX per minute will commence some (XX) minutes after charging is complete or time limit is reached. May vary dynamically by time of day, day, and user group. Fee may not apply between 2am and 7am.
- Per Connection Fee. May vary dynamically by time of day, day, and user group.

**DRAFT**

**DRAFT**

**Guidelines**

- Depart promptly from EVCS parking space when charge complete or time limit reached.
- Place the charger nozzle and connector cord securely in the holders on the station when finished.
- Do not interfere with other vehicles that are using EVCS.
- Do not occupy EVCS parking space when not using EVCS.

**DRAFT**

**DRAFT**  
**DRAFT**

Attachment II

**22 Station Owners Association, Inc.  
and Palisades Village Neighborhood Company**

**Application to Install and Operate an Electric Vehicle Charging Station and  
Assumption of Risk and Liability Waiver and Release Agreement**

Complete, Sign, and Scan Form and email to: [akylberg@palisadestahoe.com](mailto:akylberg@palisadestahoe.com)

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

Homeowner(s): \_\_\_\_\_

Unit: \_\_\_\_\_

Vehicle(s) Model and Year: \_\_\_\_\_ (Attach copy of registration)

Email: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

I have read and understand the following 22 Station Owners Association, Inc. and Palisades Village Neighborhood Company design and architectural standards for Owner EV Charging Stations (EVCS):

- An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local authorities, and all other applicable zoning, land use, or other ordinances, or land use permits.
- Owner EVCS is designed in compliance with the California Building Standards.
- Components are commercially available.

The designs and specifications for the planned Owner EVCS are attached.

(Name) \_\_\_\_\_ and (Name) \_\_\_\_\_, Owner(s) of Unit \_\_\_\_\_ agree to the follow terms associated with installing and operating an Owner EVCS.

- (i) Comply with 22 Station's and PVNC's architectural and design standards for the installation of the charging station.
- (ii) Engage a licensed contractor to install the charging station.

**DRAFT**

**DRAFT**

- (iii) Comply with any applicable national, state, county, or local government laws and regulations. Obtain any requisite building permits prior to commencing installation.
- (iv) Within 14 days of tentative approval, provide a certificate of insurance that names Association as an additional insured under the Owner's insurance policy in the amount of one million dollars (\$1,000,000). That Owner and each successor owner shall provide Association with the certificate of insurance annually thereafter. An Owner shall not be required to maintain a homeowner liability coverage policy for a charging station that connects to an existing National Electrical Manufacturers Association standard alternating current power plug.
- (v) Pay for both the costs associated with the installation of and the electricity usage associated with the charging station including possibly, but not limited to, the activation of a National Electrical Manufacturers Association standard alternating current power plug and installation of a submeter to provide an auditable measurement of electricity usage.
- (vi) The Owner and each successive Owner of the charging station for perpetuity or until the charging station is removed and the site is restored to its previous condition shall be responsible for all of the following:
  - (a) Costs for damage to the charging station, common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the charging station.
  - (b) Costs for the maintenance, repair, and replacement of the charging station until it has been removed and for the restoration of the common area after removal.
  - (c) The cost of electricity associated with the charging station.
  - (d) Disclosing to prospective buyers the existence of any charging station of the owner and the related responsibilities of the Owner under this section and Civil Code Section 4745.
- (vii) If the Owner ECVS does not comply with these terms, Owner will cease and desist installation and/or use of the Owner EVCS until owner is in compliance.

Owner agrees to install and use EVCS at Owner's own risk. Owner assumes all risk of injury, death, damage or loss to Owner and/or Owner's vehicle and/or property in any way resulting from, arising out of, or in connection with Owner's installation and use of the EVCS. Owner assumes all liabilities resulting from, arising out of, or in connection with Owner's installation and use of the EVCS including, but not limited to, damage to other

**DRAFT**

**DRAFT**

vehicles, the EVCS and its accessories, and the parking structure. Owner agrees on behalf of itself and its family, personal representatives, heirs, executors, administrators, agents and assigns, to release and discharge the Association and its directors, officers, members, employees and agents (collectively "Released Parties") from any and all claims or causes of action resulting from, arising out of, or in connection with Owner's use of EVCS, known or unknown, except arising out of gross negligence or willful act of misconduct by the Released Parties, including, but not limited to, 22 Station Owners Association, Inc. or Palisades Village Neighborhood Company (Association).

This agreement extends to any and all claims Owner has or later may have against the Released Parties resulting from or arising out of Owner's installation and use of the EVCS whether or not such claims result from negligence (except gross negligence or willful acts of misconduct) by the Released Parties.

Owner further agrees to waive all benefits flowing from any State statute which would negate or limit the scope of this agreement, including but not limited to Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Owner agrees to indemnify the Association for, and hold harmless and defend the Association from, any liabilities, claims, demands, or causes of action against the Association and any other expenses incurred by the Association, which arise from or are related to the installation, use of, and/or access to, the EVCS.

By signing this agreement, Owner certifies that Owner has carefully read this agreement, and fully understands it is an assumption of risk, waiver and release of liability, and that Owner is not relying on any statements or representations made by the Released Parties.

**THIS INCLUDES A LIABILITY RELEASE – READ CAREFULLY BEFORE SIGNING**

Signed:

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Owner Date

**DRAFT**



**DRAFT**

Attachment III

**22 STATION OWNERS ASSOCIATION, INC.  
PALISADES VILLAGE NEIGHBORHOOD COMPANY**

P.O. Box 2025  
Olympic Valley, CA 95418

**P1 and P2, Building 4 Garage Electric Vehicle Charging Stations Registration and Assumption of Risk and Liability Waiver and Release Agreement**

Please Complete, Sign, Scan, and Email to: [Evregistration@22station.com](mailto:Evregistration@22station.com)

Owner name(s): \_\_\_\_\_

Owner of Unit: \_\_\_\_\_

Owner email: \_\_\_\_\_

Owner mobile phone: \_\_\_\_\_

Owner Vehicle Model and Year (attach copy of DMV registration): \_\_\_\_\_

Owner Vehicle License: \_\_\_\_\_

Owner(s) (“Owner”) has read the Station Owners Association, Inc. and Palisades Village Neighborhood Company Electric Vehicle Charging Policy. Owner understands and agrees that access and use of the electric vehicle charging stations (EVCS) in P1 and P2, Building 4, garage is subject to the terms of this Policy.

Owner understands and agrees that Owner is limited to use of one (1) EVCS at any one time and one (1) parking space.

22 Station Owners Association or Palisades Village Neighborhood Company (collectively, “Association”) may at its sole discretion deny Owner access to and use of the EVCS.

Owner agrees to be responsible for all fees associated with the Owners use of the EVCS. Owner agrees to use EVCS at Owner’s own risk. Owner assumes all risk of injury, death, damage or loss to Owner and/or Owner’s vehicle and/or property in any way resulting from, arising out of, or in connection with Owner’s use of the EVCS. Owner agrees on behalf of itself and its family,

**DRAFT**

# DRAFT

personal representatives, heirs, executors, administrators, agents and assigns, to release and discharge the Association and its directors, officers, members, employees and agents (collectively “Released Parties”) from any and all claims or causes of action resulting from, arising out of, or in connection with Owner’s use of EVCS, known or unknown, except arising out of gross negligence or willful act of misconduct by the Released Parties.

This agreement extends to any and all claims Owner has or later may have against the Released Parties resulting from or arising out of Owner’s use of the EVCS whether or not such claims result from negligence (except willful acts of misconduct) by the Released Parties.

Owner further agrees to waive all benefits flowing from any State statute which would negate or limit the scope of this agreement, including but not limited to Section 1542 of the California Civil Code, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party..”

Owner agrees to indemnify the Association for, and hold harmless and defend the Association from, any liabilities, claims, demands, or causes of action against the Association and any other expenses incurred by the Association, which arise from or are related to the use of, and/or access to, the EVCS.

By signing this agreement, Owner certifies that Owner has carefully read this agreement, and fully understands it is an assumption of risk, waiver and release of liability, and that Owner is not relying on any statements or representations made by the Released Parties.

## **THIS IS A LIABILITY RELEASE – READ CAREFULLY BEFORE SIGNING**

Owner’s Signature: \_\_\_\_\_

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

Owner’s Printed Name: \_\_\_\_\_

Owner’s Signature: \_\_\_\_\_

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

Owner’s Printed Name: \_\_\_\_\_

For administrative use

Owner EVCS Code Number: \_\_\_\_\_

# DRAFT

**DRAFT**

Attachment IV

**22 STATION OWNERS ASSOCIATION, INC.  
PALISADES VILLAGE NEIGHBORHOOD COMPANY**

P.O. Box 2025  
Olympic Valley, CA 95418

**P1 and P2, Building 4 Garage Electric Vehicle Charging Stations Registration and Assumption of Risk and Liability Waiver and Release Agreement**

Guest name(s): \_\_\_\_\_

Guest of Unit: \_\_\_\_\_

Guest email: \_\_\_\_\_

Guest mobile phone: \_\_\_\_\_

Guest Vehicle Model and Year: \_\_\_\_\_

Guest Vehicle License: \_\_\_\_\_

Palisades Village Neighborhood Company (“PVNC) and 22 Station Owners Association (“22 Station”) operate electric vehicle charging stations in P1 and P2, Building 4. PVNC. Guest(s) (“Guest”) understands and agrees that access and use of the electric vehicle charging stations (EVCS) in P1 and P2, Building 4 garage is subject to the PVNC’s and 22 Station’s prevailing EVCS terms of use.

Guest understands and agrees that Guest is limited to use of one (1) EVCS at any one time and one (1) parking space.

22 Station Owners Association or Palisades Village Neighborhood Company (collectively, “Association”) may at its sole discretion deny Guest access to and use of the EVCS.

Guest agrees to be responsible for all fees associated with the Guest use of the EVCS.

Guest agrees to use EVCS at Guest’s own risk. Guest assumes all risk of injury, damage or loss to Guest and/or Guest’s vehicle and/or property in any way resulting from, arising out of, or in connection with Guest’s use of the EVCS. Guest agrees on behalf of itself and its family, personal representatives, heirs, executors, administrators, agents and assigns, to release and discharge the Association and its directors, officers, members, employees and agents (collectively “Released Parties”) from any and all claims or causes of action resulting from, arising out of, or in connection

**DRAFT**

**DRAFT**

with Guest’s use of EVCS, known or unknown, except arising out of willful act of misconduct by the Association.

This agreement extends to any and all claims Guest has or later may have against the Released Parties resulting from or arising out of Guest’s use of the EVCS whether or not such claims result from negligence (except willful acts of misconduct) by the Released Parties.

Guest further agrees to waive all benefits flowing from any State statute which would negate or limit the scope of this agreement, including but not limited to Section 1542 of the California Civil Code, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.”

Guest agrees to indemnify the Association for, and hold harmless and defend the Association from, any liabilities, claims, demands, or causes of action against the Association and any other expenses incurred by the Association, which arise from or are related to the use of, and/or access to, the EVCS.

By signing this agreement, Guest certifies that Guest has carefully read this agreement, and fully understands it is an assumption of risk, waiver and release of liability, and that Guest is not relying on any statements or representations made by the Released Parties.

**THIS IS A LIABILITY RELEASE – READ CAREFULLY BEFORE SIGNING**

Guest’s Signature: \_\_\_\_\_

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

Guest’s Printed Name: \_\_\_\_\_

Guest’s Signature: \_\_\_\_\_

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

Guest’s Printed Name: \_\_\_\_\_

For administrative use

Guest EVCS Code Number: \_\_\_\_\_

**DRAFT**