



ENERGY



**CITY OF
GRAND RAPIDS**
THE GREAT NORTHWEST

ELECTRONIC VEHICLE CHARGER SITE LICENSE AGREEMENT

City of Grand Rapids and Grand Rapids Chevrolet GMC, Inc.

The Electronic Vehicle Charger Site License Agreement (together with any Exhibits attached hereto, this “**Agreement**”) is entered into this 4th Day of August 2023 (the “Effective Date”) by and among The City of Grand Rapids (“Site Host”) together with Grand Rapids Chevrolet GMC, Inc. (“Dealer”), each having a principle place of business in Grand Rapids, Minnesota.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows with the intent to legally bound hereby:

1. For the period of time during which any charger provided in connection with the Dealer Community Charging Program is installed on the property of the Site Host, Site Host hereby grants an irrevocable license to General Motors LLC (“GM”), the Dealer, and FLO who will be the Charge Station Operator (“CSO”) and installer (collectively, “Licensees”) permitting the Licensees, during reasonable hours, the right to enter, without notice, upon the Site Host’s property for any purpose related to the installation, inspection, repair, removal, and/or maintenance of any charger provided in connection with the Dealer Community Charging Program.
2. For the period of time during which any charger provided in connection with the Dealer Community Charging Program is installed on the property of the Site Host, the Site Host shall maintain commercial general liability insurance against personal injury, bodily injury, and property damage in an amount not less than \$1,000,000 per occurrence, said policy shall list Dealer as a co-insured.
3. Chargers shall be installed in the dual (side-by-side) format substantially similar to either Figure 1 or Figure 2 below. It is recommended, but not required that Site Host mark (e.g. paint) and enforce the parking spaces as “EV Parking Only.” Chargers must be in a well-lit area and easily accessible, as well as compliant with the Americans with Disabilities Act (ADA) and provide appropriate accessibility, all of such costs shall be paid by Site Host.
4. For the first 5 years following installation of a charger provided in connection with the Dealer Community Charging Program (“Charger”), the Dealer shall be responsible for the cost of operation, repair, and maintenance of the Charger, not to exceed \$26,000.00 as set forth in section 13. For the following 5 years, the Site Host shall be responsible for these costs, up to the useful life of the chargers (estimated to be 10 years).
5. For the duration of the life of the charger(s), the Site Host shall provide reasonably safe and adequate facilities for EV electrical charging services, as site conditions require. For example, site conditions may require that the charger(s) be installed in suitable enclosures and shall be protected from accidental contact by unauthorized personnel, or by vehicular traffic, or by accidental spillage or leakage from piping systems. As a further example, this may also require the use of bollards in front of the chargers and/or wheel guards as necessary.
6. The Site Host may be able to monetize the chargers. Dealer and Site Host are responsible for complying with any applicable federal, state, and local laws, regulations, and taxes governing the providing of charging to the public, whether given as a free service or charging the consumer. Dealer and Site Host should consult with their respective tax advisors and/or attorneys, as necessary.

7. Site Host shall be responsible for the cost of installation of any charger provided in connection with the Dealer Community Charging Program as well as the removal of any such charger. The removal of the charger may be required in GM's sole discretion if it is broken or after the useful life of the charger (estimated at 10 years), whichever occurs first. Site Host further agrees that removal of a charger shall be conducted in a safe and professional manner, and in accordance with all applicable local, state, and federal laws and regulations. The charger must then be properly disposed of (preferably recycled).
8. Site Host (or any other party) may not rebrand the chargers for any reason unless GM, in its sole discretion, agrees to the change in writing.
9. Site Host and Dealer provide their express, written consent that Dealer, CSO, any other third-party vendor chosen by GM and reasonably necessary for this program, and GM may collect and share all data supplied from the DCC chargers, as needed, and required.
10. Site Host and Dealer cannot obligate or bind GM to any additional obligation or responsibility not specifically identified by this program guide or otherwise agreed to in writing.
11. Site Host and Dealer may not resell any equipment provided by GM as part of this program. All equipment must either be returned to GM, recycled, or disposed of properly.
12. Site Host and Dealer may only use trademarks, trade dress, and branding approved by GM. Site Host and Dealer may not authorize any other party to use any GM trademarks, trade dress, or branding.
13. Dealer is limited to paying \$26,000 in total to the CSO for the following: Pedestals, Cable Management, Dealer Branding, Network Maintenance for the first 5 years, and a warranty for the first 5 years from the date the Chargers are received. Dealer does not owe any monies to the City of Grand Rapids or GM.
14. The Site Host is responsible for, but not limited to: Installation, Permitting, Electricity and Cost of Electricity, and Network Maintenance after 5 years.

Figure 1

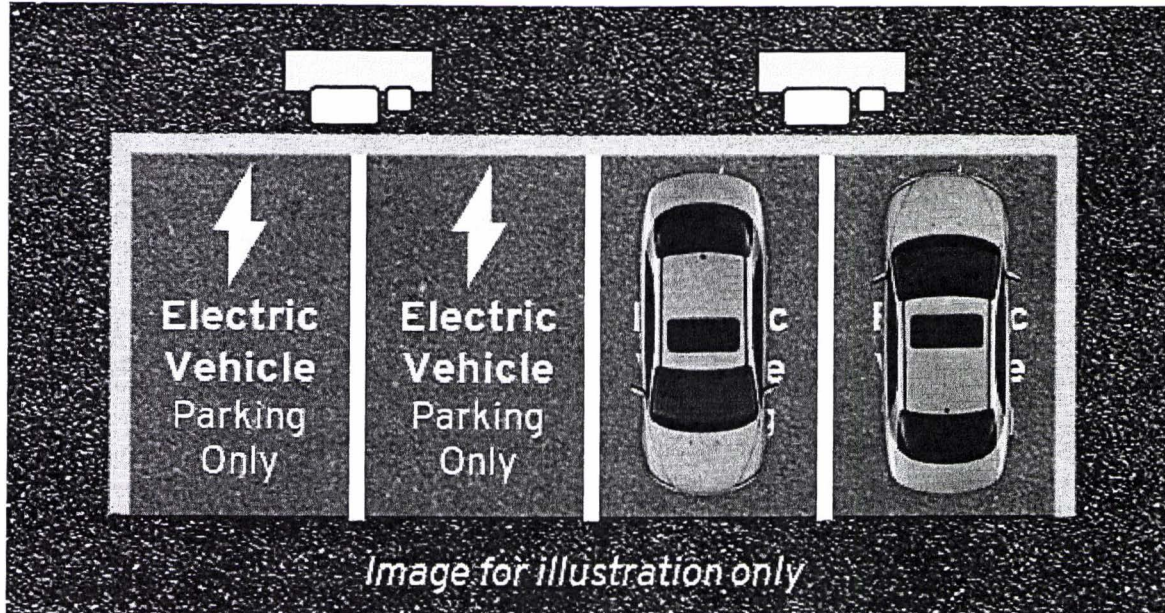
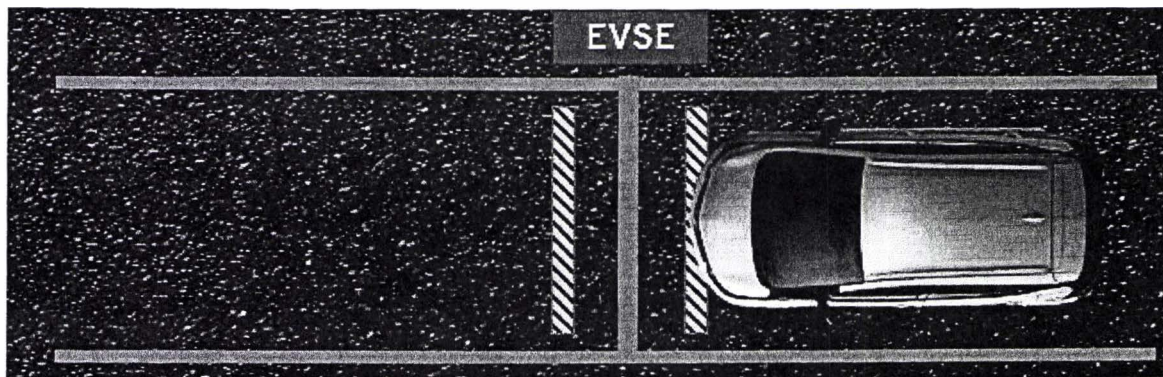


Figure 2



IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date written above.

DATE: _____

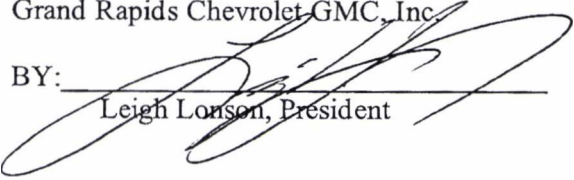
CITY OF GRAND RAPIDS, MINNESOTA

BY: _____
Dale Christy, Mayor

ATTEST: _____
Tom Pagel, City Administrator

DATE: 8/14/23

Grand Rapids Chevrolet GMC, Inc.

BY: 
Leigh Lonson, President

DATE: _____

Approved as to Form
City Attorney

BY: _____
Chad B. Sterle