

UTSC EV Charging Program Application

Please complete and email this form to: parking.utsc@utoronto.ca **prior** to attending the office.

Thank you for applying for an UTSC EV Charging Permit for your electric vehicle (EV).

Upon approval of your application, you will be eligible to park your vehicle in one of the Charging Stations located in Lot K. Charging Station spaces are reserved vehicles with a valid employee parking permit AND displaying a valid EV Charging Permit hangtag. Vehicles must be actively charging while parked in the reserved spaces and may be parked for a maximum of 4 hours at a time.

Vehicles eligible for the EV Charging Program **must have a valid Ontario Green Vehicle License Plate.**

Last Name

First Name

UTORID

Email

Cell Phone Number

Vehicle Information

License Plate:

Make

Model

Colour

Registered Owner

For Office Use only

UTSC Permit Number

Permit Type

EV Charging Permit Number

In consideration of approval, the undersigned promises and agrees to observe and obey all vehicle regulations in existence as of date of approval (regulations available at www.utsc.utoronto.ca/parking or as amended occasionally by the Governing Council, University of Toronto. Conditions at the bottom of this form.

Date

Digital Signature of Applicant

UTSC ELECTRIC VEHICLE CHARGING AGREEMENT

The University of Toronto Scarborough ("UTSC") Parking Services has installed and owns electric vehicle charging stations on its campus (the "Charging Stations"). Such Charging Stations are available for use by valid UTSC employee parking permit holders who drive electric plug-in vehicles ("Charging Station User") to campus, to charge their plug-in vehicles ("Plug-in Vehicle"), subject to registering and obtaining a permit for the UTSC EV Charging Program.

UTSC Parking Services and the Charging Station User agree as follows:

1. **Charging Stations.** In exchange for the Charging Station User's agreement to comply with the terms of this Agreement and to use the Charging Stations in conformance with any policies and rules promulgated by UTSC Parking Services, as well as all applicable laws and regulations, UTSC Parking Services authorizes the Charging Station User to participate in the UTSC EV Charging Program. The Charging Station User will use the Charging Stations in a safe and appropriate manner and only for charging the Plug-In Vehicle. The Charging Station User will not damage, abuse, or misuse a Charging Station.
2. **Information and Energy Data.** In order for UTSC Parking Services to evaluate the UTSC EV Charging Program and Charging Station use patterns, the Charging Station User will allow UTSC Parking Services to access and acquire information and energy data related to the Plug-in Vehicle. This information and energy data may come from the Charging Stations, the Plug-in Vehicle, or other sources as they become available, including a Third-Party Vendor.
3. **Indemnification.** The Charging Station User hereby agrees to indemnify and hold UTSC Parking Services, its officers, agents, employees, and Governing Council, University of Toronto ("Indemnitees") harmless from any and all damages, expenses, and costs, including attorneys' fees, for any loss, damage, or injury to persons or property arising from or related to the Charging Station User's use of the Charging Station or otherwise for the Charging Station User's negligence or misconduct.
4. **Limitation of Liability.** THE CHARGING STATION USER EXPRESSLY AGREES THAT IN NO EVENT SHALL UTSC PARKING SERVICES BE LIABLE TO THE CHARGING STATION USER, REGARDLESS OF LEGAL THEORY ALLEGED, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, REMOTE, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO VEHICLE, DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF UTM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OR PERFORMANCE OF THE CHARGING STATION.
To the maximum extent allowed by law, the Charging Station User agrees to, and hereby does, release the Indemnitees from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use of the Charging Stations. The Charging Station User's sole and exclusive remedy against Indemnitees will be that UTSC Parking Services will make any repairs at UTSC's expense that UTSC Parking Services deems necessary in the event UTSC Parking Services receives notice from a Charging Station User that a Charging Station does not operate properly.
5. **Disclaimer.** THE CHARGING STATION USER'S USE OF THE CHARGING STATIONS IS AT THE CHARGING STATION USER'S OWN RISK. UTSC PARKING SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, UTSC PARKING SERVICES MAKES NO WARRANTY THAT (i) THE CHARGING STATION WILL MEET THE CHARGING STATION USER'S REQUIREMENTS OR EXPECTATIONS, OR (ii) THE OPERATION OF THE CHARGING STATION WILL BE SECURE OR ERROR FREE.
6. **Governing Law.** This Agreement constitutes the entire agreement between UTSC Parking Services and the Charging Station User and supersedes any representations, warranties, or agreements (whether written or oral) made or entered into between the parties relating to this Agreement. This Agreement shall be governed by the laws of the Province of Ontario. The parties agree that in the event of any dispute under this Agreement that requires litigation, the exclusive venue for such litigation shall be the provincial and federal courts located in the Province of Ontario, with jurisdiction over the subject matter of such litigation.
7. In applying for a vehicle permit, I hereby agree to assume all responsibility for the vehicles bearing the permit purchased while on UTSC property, to adhere to UTSC Parking Regulations, and to accept all conditions contained therein. I hereby acknowledge having received or read said Regulations. I further certify that I am in possession of a valid license and that vehicles bearing the permit purchased are properly licensed, validated, and operational.
8. Repeated violation of Parking Regulations will result in the suspension or withdrawal of parking privileges. Unauthorized or improperly parked vehicles will be tagged and/or towed at the owner's expense.
9. Hanging permits are to be properly displayed (see Regulations), and must be CLEARLY VISIBLE FROM THE OUTSIDE at all times while on UTSC parking lots.
10. Permits remain the property of the UTSC and are issued only for the use of the applicant.
11. It is the permit holder's responsibility to inform the Parking Office of any change in address information listed above.
12. Parking permits are oversold by a calculated percentage and spaces in individual lots are not guaranteed.

PRIVACY STATEMENT: All information collected by Parking Services will be retained for a period of 7 years, and will not be released to any agency except for purposes of debt collection, database management, investigation, prosecution, registered owner verification, to verify student/residence/employee status, or as may be required or authorized by law.