The Site Partner Agreement Handbook

Revenue sharing that survives its second year

Site partnerships fail on ambiguity, not on percentages. This is what the agreement has to say.

FOR Operators signing hosts, and hosts being signed

UPDATED 30 May 2026

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WHAT YOU GET

- Defining the revenue base precisely enough to prevent the argument
- Choosing between percentage, per-kWh, rent and minimum guarantees
- Effective-dated terms, and why retroactive edits are unrecoverable
- Uptime obligations that cut both ways

CHAPTER 01

Twenty percent of what

Almost every dispute between a charging operator and a site host is about the base, not the percentage. Both sides agreed twenty percent and neither wrote down twenty percent of what. The list below takes ten minutes to agree at signature and is unresolvable once a statement has been issued.

The components

COMPONENT	USUALLY	WHY
GST	Out	It was never the operator's money
Payment gateway fees	Out, if stated	Deductible only if written down
Promotional discounts	Contested	The host did not authorise your marketing
Idle fees	In	The bay is the host's asset
Session fees	In	Part of what the driver paid to charge here
Roaming revenue	In, at the settled amount	Not at the partner's gross
Subscription revenue	Out	Not attributable to this site
Refunded sessions	Out	The revenue did not happen

The three that cause the arguments

Promotional discounts

You run a launch offer. The driver pays less. Does the host's share come off the discounted amount or the full one? The host's position is that they did not agree to fund your marketing. Yours is that the promotion brought traffic to their site.

Both are reasonable, which is why it must be decided in advance. A workable compromise: discounts you initiate come off your share; discounts the host requests come off both.

Roaming revenue

A driver from a partner network charges at the host's site. The partner's app shows one price; what you actually receive after the roaming arrangement is less. Share the amount you receive, and say so — otherwise the host reasonably asks why their share is lower on those sessions.

Refunds

A session refunded after a statement was issued. The clean treatment is an adjustment on the next statement, itemised, rather than a restatement of the previous one. Restating a settled statement is the thing to avoid at all costs.

WRITE THE LIST INTO THE AGREEMENT ITSELF

Not into a schedule, not into an email. A table in the contract listing each component and whether it is in or out. It is the single highest-return ten minutes in the whole relationship.

Gross or net of energy cost

One more question that must be explicit: is the share calculated before or after your electricity cost? A share of gross revenue means the host is insulated from the energy price and you carry it entirely. A share of margin means they share the risk and the arithmetic becomes far harder to verify.

Gross is more common and much easier to administer. If the host wants a share of margin, expect to open your electricity bills to them, and decide whether you are willing to.

CHAPTER 02

Four structures

The structure decides who carries the risk of the site being quieter than hoped. That is the whole substance of the negotiation, and the percentage is a detail within it.

Percentage of net revenue

The default, and usually correct. Both sides are aligned on utilisation, the host earns nothing when the site is quiet and shares the upside when it is busy, and there is no fixed obligation on you in the early months when there is no traffic.

Its weakness is verifiability: the host has to trust your revenue figures. That is solved by giving them a login, not by arguing.

Fixed amount per kWh

Simpler for the host to verify — they can see the energy meter — and it insulates them from your pricing decisions. A discount you offer comes entirely out of your margin, which is either fair or unfair depending on who asked for the discount.

Good where the host is sophisticated enough to want to check but not sophisticated enough to interrogate a revenue statement.

Rent

A fixed monthly amount. All risk transfers to you, all upside stays with you. Sensible only where you are confident of the site — a proven location, or one where you have traffic data.

On an unproven site it is the structure most likely to produce a loss, because you are paying for capacity before you know whether anyone wants it.

Minimum guarantee plus share

> THIS IS RENT WITH EXTRA STEPS
>
> A minimum guarantee is only paid when the site underperforms — which is exactly when you can least afford a fixed obligation. In every month it matters, it is rent. In every month it does not, it is irrelevant. Understand that before agreeing to one.

If a host needs a guarantee, the honest question is whether they believe in the site. If they do not, ask yourself why you do. Sometimes the answer is good — they have no way to assess EV traffic and you do — and then a guarantee that steps down over two years is a reasonable bridge.

Comparing them

STRUCTURE	RISK SITS WITH	HOST VERIFIES BY	BEST FOR
Percentage of net	Both	A portal login	Most sites
Per kWh	Mostly you	The energy meter	Hosts who want to check
Rent	You	Nothing to verify	Proven sites
Minimum + share	You, when it matters	A portal login	Bridging a sceptical host

Escalation

Rent and guarantees usually carry an annual escalation. A percentage share does not need one — it escalates automatically with volume and price. If a host asks for escalation on a percentage arrangement, they are asking for a larger share, and it is worth naming that rather than agreeing to a formula.

CHAPTER 03

Effective dates, not edits

Terms change. A host renegotiates at renewal, a rate is revised, a site moves from a guarantee to a straight share. Every one of those changes must apply from a date forward, and no system should permit editing a term that a settled statement was calculated from.

What goes wrong

The failure is specific and it has happened to real operators. A host agrees a new rate in March, effective April. Somebody updates the contract record by editing the existing rate rather than adding a new term. The April statement is correct. Then somebody reruns February's statement for an unrelated reason, and it comes out different from the one the host was paid on.

Now two documents claim to be February's statement, neither party can reconstruct which was right, and the only remedy is recomputing several months by hand from session records — assuming those still exist.

The rule

A SETTLED STATEMENT IS A RECORD, NOT A VIEW

Once issued and paid, it is immutable. Corrections appear as adjustments on the next statement, itemised and explained. This is ordinary accounting practice and it is routinely violated by charging platforms that treat a statement as a report to be regenerated.

How terms should be stored

01 Each term has a valid-from and valid-to date, and terms never overlap.

02 A new term is added; the previous one is closed, not deleted.

03 A statement records which term version it was computed under.

04 The history is visible, so anyone can see what was in force on any date.

The contractual counterpart

Write into the agreement that variations take effect from a stated date and do not apply to periods already settled. It sounds obvious and it is what prevents a host asking, six months into a better rate, whether it could be applied retrospectively.

It also protects you in the other direction, when a host discovers the rate has been more generous than intended and you would like it back.

Mid-month changes

A term that changes on the 15th means that month's statement has two rates. The statement must show both, with the sessions under each, rather than a blended figure — a blended figure is impossible for a host to verify and invites exactly the query the statement is meant to prevent.

Where possible, align changes to month boundaries. It costs a fortnight and removes an entire class of confusion.

CHAPTER 04

The statement is the product

From the host's side, the entire relationship is the statement. They cannot see the chargers working, they do not know what a session is worth, and their only evidence that the arrangement is real is the document you send. Its quality determines whether they renew.

What a statement must contain

01 The period, stated explicitly.

02 Session count and total energy delivered.

03 Gross revenue, tax, and net revenue as separate lines.

04 Any exclusions applied, itemised — this is where trust is won or lost.

05 The contracted rate and the term version it came from.

06 The amount due, and the amount paid, with a reference.

07 Adjustments from previous periods, if any, each explained.

The fourth is the one operators leave out and hosts most want. A deduction that appears without explanation reads as a deduction that was hoped to go unnoticed.

Traceable to sessions

Every line should be derivable from session records without a spreadsheet in between. If a host asks where a number came from, the answer should be a list of sessions rather than a calculation somebody reconstructs.

A LOGIN BEATS A PDF

A host who can see their own sessions and revenue whenever they want stops asking, stops doubting, and renews without a negotiation. It costs you nothing — the data already exists — and it is the single most persuasive thing available in a host relationship. A monthly PDF invites the opposite: it arrives, it is doubted, and there is nothing to check it against.

Cadence and timing

- Monthly is standard. Quarterly saves you effort and costs you the relationship.
- Issue on a fixed date, and hold to it. A statement that arrives when someone remembers is a statement that gets chased.
- Pay on a stated number of days after issue, and hold to that too.
- If a statement will be late, say so before it is late.

The annual conversation

Once a year, sit with the host and go through the year: energy delivered, sessions, their earnings, what changed, what you are planning. It takes an hour and it converts a transactional arrangement into a partnership, which is what determines whether they let you add three more chargers.

CHAPTER 05

Uptime and exclusions

A host who is sharing revenue has a legitimate interest in the chargers working, and will eventually ask for an availability commitment. Accepting one is reasonable. Accepting one without exclusions is accepting responsibility for things you do not control.

What you are committing to

Availability measured at the connector — the share of operating time a driver could have started a session. Not connectivity, and not per station, because a station with one faulted connector out of four is not fully available and a sophisticated host will say so.

The exclusions

EXCLUSION	WHY IT IS FAIR
Grid supply failure at the site	You cannot charge a car with no electricity
Host-provided network failure	Their connection, their outage
Restricted access	A locked gate or closed car park is not a charger fault
Bays blocked by non-charging vehicles	Enforcement is the host's
Scheduled maintenance in an agreed window	Announced in advance, bounded
Vandalism and vehicle impact	Up to a reasonable replacement time

NEGOTIATE THE EXCLUSIONS, NOT THE PERCENTAGE

Operators instinctively argue the number down. The exclusions matter far more, and most hosts accept them once the reasoning is laid out — because each one describes something they can see is not yours.

The obligations that run the other way

An availability commitment should come with host obligations, or the exclusions are unenforceable in practice.

01 Maintain the supply to the charging point and notify you of planned outages.

02 Enforce the bays, with a stated mechanism — signage, marking, and whatever their parking regime allows.

03 Provide access for maintenance within a stated time, including out of hours for a corridor site.

04 Report faults they notice, through a route you have given them.

05 Not restrict access hours without notice and agreement.

Evidence

Commit to producing a monthly availability figure per connector with the outage list attached. Then confirm your platform can actually produce it for an arbitrary period, because that specific capability is the one most systems lack and it is the one the commitment depends on.

Consequences

If there is a remedy for missing the commitment, cap it. An uncapped service credit turns a bad month at one site into an unbounded liability. A capped credit, or a right to terminate after repeated failures, is the proportionate remedy and most hosts accept it.

CHAPTER 06

Exit

The exit clauses are written when everyone is optimistic and read when they are not. They are also the ones a host's lawyer looks at first, so having sensible answers ready makes you easier to sign with.

Term and notice

The term needs to be long enough to amortise the capital. A one-year arrangement will not support a DC installation, and an operator who signs one is accepting that the payback assumption is a hope.

- Notice long enough to remove equipment in an orderly way and, if the site matters, to find an alternative.
- A break clause for material failure on either side, with a cure period rather than immediate termination.
- Automatic renewal is fine; automatic renewal with no notice window is not.
- Change of ownership of the site: does the agreement bind a purchaser? If not, your capital is on land that can be sold out from under it.

Who owns the equipment

You funded it, so you own it, and the agreement should say so explicitly — including that it is not a fixture and does not become the host's property on termination. This sounds obvious until a site is sold and a purchaser assumes the chargers came with it.

WHERE THE HOST FUNDED IT

Different arrangement, different clause. If the host paid for the hardware and you operate it, say who owns it, who insures it, and who is responsible when it needs replacing. This is where the two models are most often blurred and most often disputed.

Removal and making good

01 Who removes the equipment, and within what period after termination.

02 What "making good" means — filling the plinth, capping the supply, reinstating the surface — described rather than left to judgement.

03 What happens to cabling and conduit, which is usually left in place because removing it costs more than it is worth.

04 Who bears the cost. Normally you, and it should be budgeted from the start rather than discovered.

The driver relationship

The clause nobody writes and everybody needs. Drivers who charge at this site are your customers, and a host who takes over the site may believe otherwise.

State that driver data and the driver relationship remain yours, that the host acquires no rights to them, and that you may notify drivers of the closure. The last part matters: a site disappearing from the app with no explanation costs you drivers at your other sites too.

The handover that goes well

Not every exit is a falling-out. A site that is genuinely unviable should end amicably, with the equipment redeployed somewhere better and the host thanked. Operators who handle those well get referred to the host's other properties, which is a source of sites that costs nothing.

About this document

Written by the team building zevOS, the charge point management platform. We publish this kind of thing because operators who understand utilisation, demand charges and settlement make better decisions — including about us.

Corrections and disagreements are genuinely welcome. If something here is wrong, or true in most states but not yours, write to support@zevos.ai and we will fix it in the next revision.

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