

## Charge Ready- New Construction Rebate -Program Agreement

### PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Charge Ready New Construction Rebate Program is subject to the following terms and conditions:

#### 1. **Definitions.**

- a. **Approved Product List (APL):** The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements. Program Participant must select Charging Equipment from the Approved Product List to qualify to receive the New Construction Rebate.
- b. **California Public Utilities Commission (CPUC):** The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- c. **Charging Equipment:** Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for Rebate is listed in SCE's Approved Product List (APL), which can be found on SCE's website at <https://www.sce.com/APL>.
- d. **Charging Station – EV Charging Equipment:** EV Charging Equipment interconnects with the electricity grid at a charging site to an electric vehicle, whether using alternating current (AC) or direct current (DC). An individual charging station unit may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports (referred to in this agreement as Charging Ports). Each charging station may charge one or more vehicles depending on the number of ports with which each unit is equipped. For dual-port stations, power cannot be throttled during non-DR events and each port must be able to deliver full power to both vehicles that are charging simultaneously. For example, a dual-port L2 station rated at 7.2 kW must be able to deliver 7.2 kW of power to both vehicles when two vehicles are charging simultaneously.
- e. **Commitment Period:** The 10-year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the Charging Equipment's In-Service Date.
- f. **Demand Response:** Demand Response (DR) programs encourage a reduction of electricity use during certain time periods, typically during on-peak hours or when demand for electricity is high, and/or can provide incentives to use electricity during periods of excess generation or when demand for electricity is lower.
- g. **Disadvantaged Communities (DACs):** Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0 (or its equivalent) tool. For more information, please visit <https://oehha.ca.gov/calenviroscreen/sb535>.
- h. **In-Service Date:** The earliest date on which the Charging Equipment is installed and operational.
- i. **Level 1 (L1):** Low power charging, typically at or below 120 volts.
- j. **Level 2 (L2):** Medium power charging, typically delivered between 220 and 240 volts.
- k. **Multi-Family Property (also referred to as Multi-Unit Dwelling (MUD)):** Qualifying sites are limited to:

1. **Residential properties:** Structures that are designed to accommodate two or more tenants with shared parking areas. Multi-family properties include the following and will be eligible for any Multi-family rebates or Multi-family program offerings:
  - i. **Apartment Buildings:** Structure(s) containing two or more dwelling units that may also include common areas and facilities, e.g., entrances, lobby, elevators or stairs, mechanical space, walks, grounds, recreational facilities, and parking both covered and open.
  - ii. **Retirement Communities, Townhomes, Condominiums:** Residential communities with shared parking areas managed by an HOA or an equivalent association.
  - iii. **Mobile Home Parks:** Residential mobile home communities with shared parking areas.
  - iv. **University & Military Housing:** Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).
  - v. **Timeshares:** Vacation property communities with shared parking areas managed by an HOA or an equivalent association.
  - vi. **Public Parking With Dedicated Overnight Resident Passes:** Public parking lots designated for nearby multi-family residents overnight parking. Charging Stations can be open for public use during day-time hours.
  
- l. **Multi-Unit Dwelling (MUD) site:** See Multi-Family Property.
  
- m. **Network Service Provider:** The third-party entity that will provide network services for the Charging Equipment. The Network Service Provider will be required to transmit port-level data and other information to SCE complying with Program requirements. The specific requirements are further described in the Program Guidelines.
  
- n. **New Construction Rebate (NCR):** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to help with offsetting a portion of the purchase and installation of approved Charging Equipment.
  
- o. **NCR Program Guidelines:** Program reference document developed by SCE that provide program information, including, but not limited to, an overview of the Program, rebate submission, and rebate claim requirements.
  
- p. **Program:** Also referred to as the New Construction Rebate (NCR) Program.
  
- q. **Program Enrollment Portal:** The program's enrollment site.
  
- r. **Program Participant:** The SCE non-residential customer that enters into this Agreement.
  
- s. **Property Owner/Site Owner:** Individual authorized representative of entity holding title in the Site where the Charging Equipment and infrastructure will be located.
  
- t. **Rebate Payment:** The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment and submits the required documents in accordance with the NCR Program Guidelines and this Agreement, as verified by SCE, in SCE's sole discretion.
  
- u. **Reservation Approved Date:** Date on which the Agreement is executed by SCE, which will be a point in time after the Program Participant executes the Agreement. The Reservation will be held for a 3-year duration beyond the SCE's approval of the application.
  
- v. **Site:** The premises, owned, leased, or operated by Program Participant, where the Charging Equipment will be installed.

- w. **Time-of-Use (TOU) Rates:** TOU rate plans feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information about SCE's TOU rate plans, please visit <https://www.sce.com/business/rates/time-of-use>, or <https://www.sce.com/business/rates/electric-car-business-rates>.

2. **Eligibility.**

Program Participant certifies that it meets and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program. These requirements include, but are not limited to:

- a. Program Participant is the owner, or its designee, of a Multi-Family Property development project.
- b. All Charging Equipment must be selected from SCE's Approved Product List (APL) or otherwise approved by SCE for installation under this Program, in a quantity approved by SCE.
- c. Program Participant confirms Charging Equipment will be installed at a qualifying Multi-Family Property located in SCE's service territory.
- d. Program Participant must ensure that any general service electricity meter(s) associated with the Charging Equipment will be enrolled on a Time-of-Use rate plan.
- e. Program Participant will wait until its application is submitted and approved prior to the purchase or installation of the Charging Equipment.
- f. Program Participant must enroll in at least one qualifying Demand Response Program.

3. **Additional Representations of Program Participant during the Term of the Agreement.**

**Program Participant:**

- a. Agrees to comply with the Program requirements specified in the New Construction Rebate Program Guidelines.
- b. Agrees Charging Equipment will be procured, installed, operated, and maintained in good working order at the site for a minimum of ten (10) years from the Charging Equipment's In-Service Date.
- c. Agrees that rebates will only apply to the number of Charging Stations approved by SCE for installation.
- d. Agrees that EV charging station load needs to be measured by a method acceptable to SCE. This may be done through a separate SCE meter for either revenue or statistical metering, or measurement by another equivalent way that is acceptable to SCE to verify charging load.
- e. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, only Charging Equipment on the APL will be installed, and all associated costs will be the responsibility of the Program Participant.
- f. Agrees to contract with a qualified electric vehicle Charging Equipment Network Service Provider approved by SCE to record and transmit electric vehicle charging and other data to SCE.
- g. Authorizes SCE to act on Program Participant's behalf to voluntarily grant a Third-Party access to receive information relating to Charging Station data, billing records, billing history, pricing information, and all meter usage data used for bill calculation for all meters participating in the New Construction Rebate Program. This authorization expires 10 years from the Charging Equipment's In-Service Date.

- h. Authorizes the use of the collected Charging Station and related meter and billing data for regulatory reporting, program evaluation, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
- i. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant) and SCE executes the Agreement. The Program Participant also acknowledges that reserved funding may be withdrawn and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement including, but not limited to, failing to install and energize the Charging Equipment.
- j. Represents and warrants that, in the event Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the New Construction Rebate, would reimburse Program Participant for more than 100 percent of the cost of the Charging Equipment and its installation, and any related SCE approved infrastructure improvements exceeding the CALGreen code, SCE shall decrease the Charging Equipment Rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the cost of the Charging Equipment and its installation, and any related SCE approved infrastructure improvements exceeding the CALGreen code.
- k. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.
- l. Represents and warrants that it will contract with a C-10 licensed and insured Charging Equipment installer that meets all requirements of the Program.
- m. Agrees to ensure their electric vehicle supply equipment (EVSE) installer follows all relevant State and local codes, and AHJ permitting requirements. All installed equipment must be correctly rated for the location where it will be installed (outdoor rated if applicable, conforming with ventilation requirements). The EV charging current shall not exceed 80% of the branch circuit rating. All EVSE installations must comply with the SB350 safety requirement checklist.
- n. Agrees to ensure their EVSE equipment installer will not install and energize any EVSE or associated equipment capable of generation or bidirectional operation without Permission to Operate from SCE.
- o. Agrees to ensure information of newly installed Charging Equipment, if accessible to the general public, will be registered with the US Department of Energy's Alternative Fuel Data Center <https://afdc.energy.gov/stations/#/analyze>, and with the US Department of Energy's EV Charging Station Locations mapping tool, accessible at [https://www.afdc.energy.gov/fuels/electricity\\_locations.html#/find/nearest?fuel=ELEC](https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC), and that only one set of information is reported between the Program Participant and Charging Equipment Supplier.
- p. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, or to provide line items from those forms as SCE may request, in order for SCE to process any Rebate Payment.
- q. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.

#### 4. SCE Representations.

- a. SCE will pay the New Construction Rebate, if applicable, after the Program Participant has submitted all required documentation as outlined in the NCR Program Guidelines and once SCE has verified installation of the Charging Equipment. Rebate Payment is also subject to Program Participant meeting Program requirements.
- b. The actual New Construction Rebate Payment amount shall not exceed the actual costs of the Charging Equipment purchase and installation, and the costs for related SCE approved infrastructure improvements above the CALGreen code.

**5. Term and Termination.**

- a. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the Charging Equipment's In-Service Date, unless otherwise terminated earlier pursuant to this Agreement.
- b. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, including the NCR Program Guidelines, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case SCE may terminate the Agreement immediately and take all other necessary actions, including, but not limited to, disconnecting power to the Charging Equipment or any other actions that SCE, in its sole discretion, deems necessary to cure such safety or security violation(s).
- c. Termination Costs: If this Agreement is terminated prior to the end of the term because (1) Program Participant terminates its participation in this Program; (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement, or if any hazardous environmental conditions, safety, and/or security concerns exist, in accordance with Section 5.b., above, the Program Participant shall pay: (a) all costs actually incurred, or committed to be incurred, by SCE as of the termination date, in connection with providing the New Construction Rebate; and (b) the actual Rebate Payment amount (if already paid). If the Charging Equipment is installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the Charging Equipment's In-Service Date. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within 60 days of receipt.

**6. Indemnification and Liability; No Representations or Warranties.**

- a. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the Charging Equipment. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, or (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, SCE shall not be liable hereunder for any indirect, incidental, consequential, exemplary, reliance, punitive, lost profits or other business interruption damages, or special damages, including damages for loss of use, by statute, in tort or contract or otherwise.
- b. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall, at SCE's request, indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- c. Responsibility for Repairs. If Program Participant -installed equipment damages SCE-owned Infrastructure, Program Participant will be responsible for any costs associated with making any necessary repairs. If SCE identifies an improper installation of Program Participant-installed equipment, Program Participant agrees to pay for and be responsible for making any necessary corrections in the manner requested by SCE.
- d. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant shall, at SCE's request, assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified

Parties, unless, in the opinion of counsel for the Indemnified Parties, a conflict of interest between the Indemnified Parties and Program Participant exists with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

**7. Miscellaneous.**

- a. Survival: Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- b. Assignment: Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.
- c. All applicable SCE tariffs apply to service provided pursuant to this Agreement including, but not limited to, the applicable provisions of SCE's Charge Ready Program (CRP) Tariff Schedule filed with the California Public Utilities Commission. This Agreement shall be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- d. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.
- e. Should a conflict exist between the NCR Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.
- f. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.
- g. This Agreement may be executed and transmitted electronically. Scanned and electronic signatures shall be deemed original signatures for purposes of the Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as written signatures.

**AGREEMENT BY PROGRAM PARTICIPANT**

By signing this document, you represent that the information provided pursuant to this Agreement is true, accurate, and complete, and that you will comply with the terms and conditions set forth in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

**Program Participant:**

**Site Address:**

**Name of Program Participant Representative:**

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**Title of Program Participant Representative:**

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I hereby certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.

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Signature

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