

# Charge Ready Charging Infrastructure and Rebate Turn-key Installation Agreement

This Charge Ready Charging Infrastructure and Rebate Turn-key Installation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Charge Ready Turn-key Installation Program. This Program is only available to Multi-Family Property sites located in a designated Disadvantaged Community. Pursuant to the terms of this Agreement, SCE will at no cost to the qualifying Program Participant (1) install the Infrastructure (as defined herein); (2) select, purchase and install the L2 Charging Equipment; (3) facilitate the operation and maintenance of the Charging Equipment for the duration of the Commitment Period; and (4) facilitate the collection of any fees associated with the use of the Charging Equipment and remit those collected fees to the Participant for the duration of the Commitment Period.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Charging Infrastructure and Rebate Turn-key Installation Program (the “Program”).

## APPROVED SITE LOCATION AND DESIGN

### **1. Description of Approved Location at the Site:**

Brief description of the mutually approved location on the Program Participant’s Site where the infrastructure and Charging Equipment.

Site Description: \_\_\_\_\_

Site Address: \_\_\_\_\_

### **2. Conceptual Design of the Infrastructure deployment at Program Participant’s Site:**

Program Participant has reviewed and approved the Conceptual Design, as provided by SCE, showing the location within the Site where SCE will deploy the infrastructure and Charging Equipment.

## MAKE-READY INFRASTRUCTURE AND CHARGING STATION INSTALLATION

### **3. The Make-Ready Infrastructure work and Charging Equipment Installation:**

SCE will design and install the entire Make-Ready Infrastructure and purchase and install L2 Charging Equipment. SCE will do so at no cost to the Program Participant. The Make-Ready Infrastructure will be part of the “Infrastructure” as defined in this Agreement.

## PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Program is subject to the following terms and conditions:

### 4. Definitions:

- a. **Approved Product List:** The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements.
- b. **CalEnviroScreen 3.0 (or its equivalent):** See Disadvantaged Communities.
- c. **Charging Equipment:** Qualifying Charging Equipment that meets the technical specifications set forth by SCE. See also Charging Station.
- 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 ten (10) year period which commences on the In-Service Date of the Charging Equipment.
- f. **Conceptual Design:** Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. SCE may develop project cost estimates based on the Conceptual Design.
- g. **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.
- h. **Customer-Side Infrastructure:** See Make-Ready Infrastructure.
- i. **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.

- j. **Disadvantaged Communities (DACs):** Census tracts in SCE’s service territory with a top quartile score according to California Environmental Protection Agency’s California Communities Environmental Health Screening Tool. SCE will use the current applicable version of the CalEnviroScreen tool to verify site qualification.
- k. **Grant of Easement:** A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.
- l. **In-Service Date:** The earliest date on which the Charging Equipment is installed and operational.
- m. **Infrastructure:** The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., “make-ready”) that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program.
- n. **Make-Ready Infrastructure:** Infrastructure located on both the utility-side and customer-side of the meter is also referred to as the make-ready infrastructure. The utility-side infrastructure includes all infrastructure work from SCE’s distribution system to a new circuit panel that will be installed to support EV charging. The customer-side of the meter infrastructure includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant’s Charging Equipment.
- o. **Multi-Family Property** (also referred to as multi-unit dwelling, or MUD). The definition for enhance rebate qualifying sites include:
  - i. **Residential properties** – Structures that are designed to accommodate two or more tenants with shared parking areas.
  - ii. **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.
  - iii. **Retirement Communities, Townhomes, Condominiums** – Residential communities with shared parking areas managed by an HOA or an equivalent association.

- iv. **Mobile Home Parks** – Residential mobile home communities with shared parking areas.
  - v. **University & Military Housing** – Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).
  - vi. **Timeshares** – Vacation property communities with shared parking areas managed by an HOA or an equivalent association.
  - vii. **Public Parking with Dedicated Overnight Resident Passes** – Public parking lots designated for nearby multi-family residents for overnight parking. Charging Stations can be open for public use during day-time hours.
- p. **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. SCE will contract direction with a Network Services Provider at no cost to the program Participant for the duration of the Commitment Period.
  - q. **Participant:** See Program Participant.
  - r. **Ports:** See Charging Station.
  - s. **Preliminary Design:** The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details.
  - t. **Program:** Also referred to as the Charge Ready Turn-key Installation Program. This Program is only open to Multi-Family Property sites located in a designated Disadvantaged Community (DAC). The Program is designed to help qualifying Program Participants install the charging infrastructure needed to enable drivers to refuel light-duty electric vehicles.
  - u. **Program Guidelines:** Program reference documents developed by SCE that provide program information, including but not limited to the program participation requirements.
  - v. **Program Participant:** The SCE non-residential qualifying entity that enters into this Agreement.

- w. **Property Owner/Site Owner:** Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.
- x. **Site:** The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.
- y. **Time-of-Use (TOU) Rate Plans:** Rate plans which 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.
- z. **Utility-Side Infrastructure:** See Make-Ready Infrastructure.

**5. Eligibility.**

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

- a. Program Participant owns, leases, or manages the qualifying Multi-Family Property site as defined in this Agreement, which is located within SCE’s service area, where the charging equipment is to be installed.
- b. Program Participant agrees to provide, or cause the site owner to provide, SCE with the rights of way across public or private property (as applicable).
- c. Program Participant will comply with all Program requirements outlined in the Charging Infrastructure and Rebate Program Guidelines.

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

**Program Participant:**

- a. Program Participant agrees to have SCE install the Make-Ready Infrastructure and Charging Equipment.
- b. Acknowledges and agrees that the actual Infrastructure may vary from the Conceptual Design, if, in SCE’s sole discretion, actual Site conditions or the Authority Having Jurisdiction’s (AHJ) direction requires such changes.
- c. Agrees to allow SCE to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for a minimum of ten (10) years from the In-Service Date of Charging Equipment (“Commitment Period”).
- d. Program Participant 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 this Program. This authorization expires ten (10) years from the Charging Equipment's In-Service Date.

- e. Program participant 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.
- f. 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.
- g. Represents and warrants that if Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Customer-Side Make-Ready infrastructure, or Charging Equipment Maintenance and Networking costs. Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable.
- h. Program Participant agrees that the electricity meter(s) associated with the EV charging equipment will be provided service under a TOU rate plan.
- i. Program Participants agrees that the electricity meter(s) associated with the EV charging equipment must enroll in at least one qualifying EV charging-related DR Program.
- j. For sites that qualify to participate under the Multi-Family Property sites definition by providing Public Parking With Dedicated Overnight Resident Passes, Participant agrees to ensure that overnight parking will be reserved and dedicated for nearby multi-family residents for the duration of the commitment period.
- k.
- l. Program Participants will determine the fees/pricing associated with the use of the Charging Equipment.
- m. Program Participant will pay all energy costs associated with operating the Charging Equipment.
- n. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.

- o. 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.

## **7. SCE Representations**

- a. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the Infrastructure and Charging Equipment. SCE is responsible for all costs associated with Infrastructure and equipment deployed by SCE pursuant to this Agreement.
- b. SCE will select, purchase, and install L2 Charging Equipment. L1 and DCFC do not qualify for installation under this program.
- c. SCE will own, operate and maintain the Charging Equipment for the duration of the Commitment Period.
- d. SCE will contract directly with Network Services Provider to establish and maintain network communications for the duration of the Commitment Period.
- e. SCE will facilitate the collection of any fees associated with the use of the Charging Equipment and facilitate the remittance of those collected fees to the Participant.

## **8. 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 In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement (“Term”).
- b. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, 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, in SCE’s sole discretion, 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 Program Participant-owned

make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement, in accordance with Section 5.b. (Termination) hereof, 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 designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten (10) year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within sixty (60) days of receipt.

#### **9. 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, (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, Neither SCE nor Program Participant shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
- 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. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant, at SCE's request, shall 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 may exist 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.

## 10. Miscellaneous

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- a. Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address applicant responsibilities or options are not applicable to Program Participants while participating in the Turn-key Installation Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.
- b. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- c. 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.

- d. 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.
- e. Should a conflict exist between the Charge Ready Turn-key Installation Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.

This Agreement can be signed electronically. If wet signature required, this Agreement can be downloaded and signed. Following signature, the Program Participant can upload the completed Agreement. SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing this document, you represent that the information provided in 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.

**Name of Program Participant:** \_\_\_\_\_ (Company Applicant Name)

**Name of Program Participant Representative:**

\_\_\_\_\_

**Title of Program Participant Representative:**

\_\_\_\_\_

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

\_\_\_\_\_  
**Signature**

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

AGREEMENT BY PROPERTY OWNER (If Program Participant is the Property Owner, no separate signature is required.)

By signing this document, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Program as described in this Agreement. You further agree to execute the Easement Agreement within thirty (30) calendar days after Easement Agreement is provided by SCE.

**Name of Property Owner Representative:**

\_\_\_\_\_

**Title of Property Owner Representative:**

\_\_\_\_\_

I certify that I have authority to sign this Agreement on behalf of the Property Owner.

\_\_\_\_\_

**Signature**

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