

**Charge Ready**  
**Charging Infrastructure and Rebate**  
**Participation Agreement**

This Charge Ready Charging Infrastructure and Rebate Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Program. Pursuant to the terms of this Agreement, SCE will (1) install the Infrastructure (as defined herein) at no cost to the Program Participant; and, (2) if applicable, remit the Charging Equipment Rebate, and/or the Maintenance and Networking Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side Infrastructure and Customer-Side of the Meter Infrastructure (or “Make-Ready Infrastructure,” as defined herein).

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

**APPROVED CHARGING PORTS**

**1. Total Number of Approved Charging Ports:**

The commitment to procure and install the number of approved Charging Ports applies whether or not the Program Participant is eligible to also receive a rebate for the installed charging equipment, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the quantity and power level of approved Charging Ports set forth in this Agreement. Failure to procure and install the agreed upon number may lead to termination of this Agreement, at SCE’s discretion.

Number of Charging Ports and Power Levels approved by SCE.

**Power Level (L2) Port count: ##** (port count imported to form)

**2. Rebates (if applicable):**

**2.1. Charging Equipment Rebate**

If Program Participant is eligible to receive a rebate for the purchase and installation of Charging Equipment, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant’s total costs for procuring and installing the Charging Equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate rebate payment. The following table reflects that rebate values as of the effective date of the Agreement:

Charging Infrastructure and Rebate	DAC Excluding Fortune 1000*	Multi-Family	Others Including Fortune 1000*
L2	\$2,900	\$1,450	\$725

**2.2. Customer-Side of the Meter Make-Ready Rebate (not applicable)**

This Customer-Side of the Meter Make-Ready Rebate is available only to a Program Participant who selects the “Customer-Install” option in Section 5, indicating that Program Participant will design, purchase, and install the Customer-Side of the Meter Infrastructure.

If the Program Participant has elected the “Customer-Install” option for the Customer-Side of the Meter Infrastructure, and, subject to meeting all of the applicable terms and conditions, the Program Participant qualify to receive the Make-Ready Rebate. The Make-Ready Rebate shall not exceed 80 percent of N/A, which also represents the Customer-Side of the Meter infrastructure funds that will be reserved as of the effective date of this Agreement. The actual Customer-Side Make-Ready Rebate Payment may be less, if 80 percent of the Program Participant’s actual recorded and documented installation costs are lower than the reserved amount.

**2.3. Maintenance and Networking Rebate (Available only to Multi-Family Property in DACs)**

The Maintenance and Networking Rebate is only available to Multi-Family Property Sites located in a designated top quartile Disadvantaged Community (DAC). The Maintenance

and Networking Rebate provides a one-time payment intended to offset the maintenance, networking and warranty costs associated with owning and operating Charging Equipment. This rebate is intended to cover most of the costs associated with 10 years of the Charging Equipment’s operation. The total Maintenance and Networking Rebate will not exceed the Program Participant’s actual costs for maintenance, networking and warranty costs.

APPROVED SITE LOCATION AND DESIGN

**3. Description of Approved Location at the Site:**

Brief description of the mutually approved location on the Program Participant’s Site where Infrastructure will be installed.

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

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

**4. Conceptual Design or T&D Narrative of the Infrastructure deployment at Program Participant’s Site:**

Program Participant has reviewed and approved the Conceptual Design (“SCE-Install” option) or T&D Narrative (“Customer-Install” option), as provided by SCE, showing the location within the Site where SCE will deploy the charging Infrastructure.

**5. The Customer Side of the Meter Make-Ready Infrastructure:**

For the “Customer Side of the Meter Make Ready Infrastructure,” the Program Participant may choose the “SCE-Install” option or the “Customer-Installed” Option. If the Program Participant elects the “SCE-Install” option, SCE will design, purchase and install the Customer-Side of the Meter Make Ready Infrastructure at no cost to the Program Participant. If the Program Participant elects the “Customer-Install” option, the Program Participant will design, purchase and install the Customer-Side of the Meter Make Ready Infrastructure at Program Participant’s cost and in accordance with this Agreement.

- SCE-installed Customer-Side of the Meter Make-Ready Infrastructure
- Customer-installed Customer-Side of the Meter Make Ready Infrastructure

## PROGRAM PARTICIPATION TERMS AND CONDITIONS

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

### 6. Definitions:

- 6.1. **AHJ – Authority Having Jurisdiction:** The responsible government entity having geographically-based jurisdiction that typically approves, inspects, and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).
- 6.2. **Approved Product List:** The list of Charging Equipment meeting SCE’s technical requirements and approved by SCE for use in its Charge Ready Programs. Program Participant must select Charging Equipment from the Approved Product List to receive applicable Charging Equipment Rebate (if available).
- 6.3. **CalEnviroScreen:** see Disadvantaged Communities.
- 6.4. **Charging Equipment:** Qualifying charging equipment that meets the technical specifications set forth by SCE and is on the Approved Product List. Charging Equipment that qualifies for the Rebate, if available. See also Power Levels.
- 6.5. **Charging Equipment Supplier:** The entity from which the Charging Equipment is purchased.
- 6.6. **Charging Equipment Rebate:** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.
- 6.7. **Charging Ports:** See Charging Stations.
- 6.8. **Charging Stations – 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 single and dual-port stations, each port must be capable of delivering 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.

6.9. **Commitment Period:** The ten (10) year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.

6.10. **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.

6.11. **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.

6.12. **CPUC's Transportation Electrification Safety Requirements Checklist:** The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from:

[www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882](http://www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882)

6.13. **Customer-Side of the Meter Infrastructure:** Necessary infrastructure on the Customer's side of the meter.

6.14. **Customer-Side Make-Ready Rebate:** The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the Customer-Side Make-Ready infrastructure work, following the completed installation of the Utility-Side Make-Ready Infrastructure and submission of required documentation.

6.15. **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.

- 6.16. **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 status.
- 6.17. **Enrollment Portal:** The website where Program Participants can apply for the Program, check application status, and upload most required documents.
- 6.18. **Electric Vehicle Infrastructure Training Program (EVITP) Certification:** The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit <https://www.evitp.org>.
- 6.19. **Fortune 1000:** Fortune 1000 companies include companies listed on the Fortune 1000 list.
- 6.20. **Final 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. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.
- 6.21. **Final Invoice:** Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase, and installation of the Charging Equipment.
- 6.22. **Grant of Easement:** A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed Infrastructure.
- 6.23. **In-Service Date:** The earliest date on which the EV Charging Equipment is installed and operational.
- 6.24. **Infrastructure:** The necessary Infrastructure on the Utility-side of the electric meter (that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the Customer-Side of the Meter Infrastructure, if the Program Participant elects the Customer-Installed Customer-Side of the Meter Infrastructure option.

6.25. **Make-Ready Infrastructure:** Utility-Side Infrastructure and Customer-Side of the Meter Infrastructure, taken together, are 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. SCE will always be responsible for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility side of the meter. The Customer-Side of the Meter Make-Ready Infrastructure includes all infrastructure from beyond the new panel, which is Utility-Side Infrastructure, to the first point of interconnection with the Program Participant’s Charging Equipment. Program Participants will have the option to have SCE perform the Customer-Side of the Meter Make-Ready Infrastructure work or perform that work themselves and qualify to receive the Customer-Side Make-Ready Rebate.

6.26. **Make-Ready Rebate:** See Customer-Side Make-Ready Rebate.

6.27. **Multi-Family Property** (also referred to as multi-unit dwelling, or MUD). The definition for enhance rebate qualifying sites include:

6.27.1. **Residential properties** – Structures that are designed to accommodate two or more tenants with shared parking areas.

6.27.2. **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.

6.27.3. **Retirement Communities, Townhomes, Condominiums** – Residential communities with shared parking areas managed by an HOA or an equivalent association.

6.27.4. **Mobile Home Parks** – Residential mobile home communities with shared parking areas.

6.27.5. **University & Military Housing** – Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).

6.27.6. **Timeshares** – Vacation property communities with shared parking areas managed by an HOA or an equivalent association.

6.27.7. **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.

6.28. **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.

6.29. **Ports:** See Charging Stations.

6.30. **Power Levels:** Charging Equipment Power Levels.

**Level 1 (L1) Charging:** Low power charging, typically at or below 120 volts.

**Level 2 (L2) Charging:** Medium power charging, typically delivered between 220 and 240 volts.

**Direct Current Fast Charging (DCFC):** Charging equipment that provide a high-power DC current, and for this program at least 50 kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.

6.31. **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.

6.32. **Program:** Also referred to as the Charge Ready Charging Infrastructure and Rebate Program. This Program is designed to help Program Participants install the charging Infrastructure needed to enable drivers to refuel their light-duty electric vehicles.

6.33. **Program Guidelines:** Program reference documents developed by SCE that provide program information, including but not limited to the program participation requirements.



6.34. **Program Participant:** The SCE non-residential entity that enters into this Agreement.

6.35. **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.

6.36. **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, meets the qualification requirements for the Customer-Side Make-Ready Rebate, and/or the Maintenance and Networking Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion.

6.37. **Site:** The premises, owned, leased or operated by Program Participant, as set forth in Section 3 of this Agreement, where the Charging Equipment will be installed.

6.38. **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.

6.39. **Utility-Side Infrastructure:** The Infrastructure on the utility's side of the meter.

## 7. 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:

7.1. Program Participant is a non-residential SCE entity with at least one active service account.

7.2. The Site is located in SCE's service territory.

7.3. 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) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.

7.4. Program Participant will comply with all Program requirements outlined in the Charge Ready Program Guidelines.

## 8. Additional Representations of Program Participant during the Term of the Agreement.

**Program Participant:**

- 8.1. Agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Ports and their charging power level set forth in Section 1 cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.
- 8.2. Agrees that all Charging Equipment must be approved by SCE for installation under this Program, in a quantity approved by SCE.
- 8.3. Agrees to have Charging Equipment that is on the Approved Product List installed by a qualified C-10 licensed and insured contractor.
- 8.4. 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.
- 8.5. Agrees to ensure their EVSE equipment installer does not install and energize any EVSE or associated equipment capable of generation or bidirectional operation without Permission to Operate from SCE.
- 8.6. Agrees 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").
- 8.7. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, only SCE approved EVSE will be installed and all associated costs will be the responsibility of the Program Participant.
- 8.8. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider approved by SCE to record and transmit EV charging usage and other data to SCE.
- 8.9. Authorizes SCE, for ten (10) years from the Charging Equipment's In-Service Date, 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.

- 8.10. 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.
- 8.11. Acknowledges and agrees that the actual Make-Ready Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- 8.12. If the Program Participant elects the "SCE-installed Make Ready" build option, as set forth in Section 6.25, then Program Participant:
  - 8.12.1 Acknowledges and agrees that SCE shall own all Make-Ready Infrastructure, including but not limited to, the Customer Side Of The Meter Infrastructure on the Program Participant's property.
  - 8.12.2 Acknowledges and agrees that Program Participant will convey to SCE all already-existing Make-Ready Infrastructure located on the property and that is owned by the Customer, as well as provide any necessary easements, as may be required by SCE on the Customer or third party property for SCE to install, access, and maintain the Make-Ready Infrastructure. Customer shall convey any such necessary Make Ready Infrastructure or easements to SCE, promptly and using SCE's standard conveyance and/or easement agreements, as applicable, found at <https://www.sce.com/evbusiness/chargeready/tools-resources>
  - 8.12.3 Agrees to allow SCE to secure such access to the Make Ready Infrastructure located before SCE will energize any of the Make-Ready Infrastructure.
- 8.13. 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). 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.

- 8.14. Agrees to comply with the established timelines and required documentation set forth in the Program Guidelines.
- 8.15. Represents and warrants, to the best of Program Participant's knowledge after reasonable investigation, that the Site is free of hazardous contamination, other safety hazards, and other environmental or physical conditions impacting the ability to perform work on are at the Site.
- 8.16. 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, 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 Program rebates, would reimburse Program Participant for more than 100 percent of their costs, SCE shall decrease the issued 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 Program Participant's costs.
- 8.17. Agrees to enroll the account(s) associated with the Charging Equipment in a qualifying time-of-use (TOU) rate plan, and, if it does not, agrees to allow SCE to enroll such account(s) in a qualifying TOU rate plan.
- 8.18. Agrees to enroll in at least one qualifying Demand Response Program.
- 8.19. 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.
- 8.20. 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.

8.21. 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.

8.22. For Sites that qualify to participate as Multi-Family Property sites 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.

8.23. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.

## **9. SCE's Obligations.**

9.1. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the Utility-Side Infrastructure, and, if Program Participant elects the SCE-Install option, the Customer-Side of the Meter Infrastructure. SCE is responsible for all costs associated with Make-Ready Infrastructure deployed by SCE pursuant to this Agreement. SCE is not responsible for any costs to remedy any environmental or safety conditions at the Site. To that end, before commencing any work, SCE may require the Program Participant to fully complete, to the best of its ability, an SCE questionnaire regarding the relevant condition and history of the Site; and SCE and/or its contractors shall have the right to visually inspect all of the Site. Based on the questionnaire and Site visual inspection and any other available information, SCE, in its reasonable discretion: (i) may decline to proceed with any further work at the Site; or (ii) may decline to proceed with any further work at the Site except with Program Participant's agreement to additional reasonable environmental and other review and investigation of the Site, at Program Participant's expense, and reasonable remediation or mitigation of any such identified environmental or safety conditions, at Program Participant's expense. If SCE at any time discovers any such environmental or safety conditions during the performance of work at the Site, then SCE in its reasonable discretion may decline to proceed with any

further work at the Site, unless and until such conditions are remediated to SCE's reasonable satisfaction, at Program Participant's expense.

9.2. SCE will pay the Customer-Side Make-Ready Rebate, if applicable, in accordance with the terms and conditions of this Agreement.

9.3. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, and its installation, as set forth in the Final Invoice(s) and consistent with the Program Participant's contract with the Charging Equipment Supplier(s) and installers.

9.4. SCE will pay the Maintenance and Networking Rebate to qualifying Program Participants following the installation of the Charging Equipment and subject to Program Participant meeting all Program requirements.

#### **10. Term and Termination:**

10.1. 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").

10.2. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, including the 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, in SCE's sole discretion, to cure such safety or security violation(s).

10.3. 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 Customer Side of the Meter Make-Ready Infrastructure not owned by SCE, if applicable; 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 10.2. (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-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.

## 11. Indemnification and Liability; No Representations or Warranties

11.1. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment or, if Program Participant chooses the "Customer-Install" option, the Customer-Side of the Meter Make Ready Infrastructure. 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, 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.

11.2. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall indemnify, defend, hold harmless, and release 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; or (d) from any harm or cost, known or unknown, associated with any hazardous materials, conditions, or site contamination, including, but not limited to, harm to SCE personnel, third parties, or customer applicant’s employees, contractors, agents, and assigns . 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.

11.3. Responsibility for Repairs. If Program Participant’s Customer-Side of the Meter Infrastructure, Charging Equipment, or any other equipment owned by Customer or owner of the Site 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 any of the equipment listed in the prior



sentence, Program Participant agrees to pay for and be responsible for making any necessary corrections in the manner requested by SCE.

11.4. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant 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.

## 12. Miscellaneous

12.1. 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. 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, with the following exceptions:

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 customers' responsibilities or options are not applicable to Program Participants while participating in the Charge Ready Charging Infrastructure and Rebate 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.

12.2. Survival. Program Participant’s obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

12.3. 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.

12.4. Should a conflict exist between the Charge Ready Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.

12.5. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

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

**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 (see Appendix A [link](#)) 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:** \_\_\_\_\_