

# **Charge Ready - Small Site Rebate - Program Agreement**

## PROGRAM PARTICIPATION TERMS AND CONDITIONS

This Charge Ready Small Site Rebate Participation Agreement (Agreement) sets forth the terms and conditions for the Program Participant to participate in the Program.

Pursuant to the terms of this Agreement, and if applicable, SCE will (1) install the Utility-Side of the meter Infrastructure (as defined herein) at no cost to the Program Participant after all terms and conditions have been met by the Program Participant.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Small Site Rebate Program (the "Program").

## APPROVED CHARGING PORTS

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

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)

## APPROVED SITE LOCATION AND DESIGN

### **2. 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 description imported to form)

Site Address: ## (Site description imported to form)

## PROGRAM PARTICIPATION TERMS AND CONDITIONS

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

### **3. Definitions.**

- a. Authority Having Jurisdiction (AHJ): 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.).

- b. **Approved Product List (APL):** 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 qualify to receive the Small Site Rebate.
- c. **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.
- d. **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).
- e. **Charging Equipment Supplier:** The entity from which the Charging Equipment is purchased.
- f. **Charging Ports:** See Charging Stations.
- g. **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 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 7.2kW must be able to deliver 7.2kW of power to both vehicles when two vehicles are charging simultaneously.
- h. **Small Site Rebate Program Guidelines:** Program reference documents developed by SCE that provide Small Site Rebate Program information, including, but not limited to an overview of the program, rebate submission, rebate claim, and general program requirements.
- i. **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.
- j. **Customer-Side Infrastructure:** See “Make-Ready Infrastructure.”
- k. **CPUC’s Transportation Electrification Safety Requirements Checklist:** The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs.

- l. **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.
- m. **Make Ready Infrastructure Design:** Map and related documents, as applicable, that show the layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.
- n. **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
- o. **Grant of Easement:** A contractual agreement, if applicable, to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.
- p. **In-Service Date:** The earliest date on which the EV Charging Equipment is installed and operational.
- q. **Level 2 (L2):** Medium power charging, typically delivered between 220 and 240 volts.
- r. **Make-Ready Infrastructure:** Infrastructure located on the utility-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 may 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 Make-Ready Infrastructure includes all infrastructure beginning with the panel to the Charging Stations. Customers will be responsible for designing, procuring, installing, and maintaining the infrastructure and EV Chargers located on the customer side of the meter.
- s. **Multi-Family Property** (also referred to as multi-unit dwelling, or MUD). Details on qualifying property types are found in the program guidelines.
- t. **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.
- u. **On-Line Program Enrollment Portal:** The program's enrollment site.
- v. **Power Levels:** Charging Equipment Power Levels. Level 2 (L2) Charging: Medium power charging, typically delivered between 220 and 240 volts.
- w. **Program Guidelines:** see Small Site Rebate Program Guidelines.
- x. **Program:** Also referred to as the Small Site Rebate Program.
- y. **Program Participant:** The SCE non-residential customer that enters into this Agreement.

- z. **Property Owner/Site Owner:** Individual authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.
- aa. **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 Small Site Rebate Program Guidelines and this Agreement, as verified by SCE, in SCE's sole discretion.
- bb. **Reservation Approval Date:** Date on which SCE accepts application and reserves funds.
- cc. **Site:** The premises, owned, leased, or operated by Program Participant, where the Charging Equipment will be installed.
- dd. **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>.
- ee. **T&D Narrative:** The set of working drawings of the Utility-Side of the Meter Infrastructure. This includes project specifications, conduit routing, electrical equipment specifications and calculations.

#### 4. 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 is a non-residential SCE entity with at least one active service account.
- b. The installation site is located in SCE's service territory.
- c. 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.
- d. Program Participant will comply with all Program requirements outlined in the Charge Ready Small Site Rebate Program Guidelines.

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

**Program Participant:**

- a. Agrees that rebates will only apply to the number of Charging Stations approved by SCE for installation.
- 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 agrees to have APL listed charging equipment installed by a qualified C-10 licensed and insured contractor.
- d. Agrees to ensure their EVSE equipment 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.
- e. 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.
- f. 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").
- g. 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.
- h. Agrees to contract with a qualified and SCE approved electric vehicle charging equipment Network Service Provider to record and transmit EV charging usage and other data to SCE.
- i. 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.
- j. 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.

- k. Acknowledges and agrees that the actual Make-Ready Infrastructure may vary from the SCE's Make-Ready T&D Narrative, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.
- l. 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.
- m. Agrees to comply with the established timelines and required documentation set forth in the Program Guidelines.
- n. 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 Participants costs.
- o. Program Participant agrees that the electricity meter(s) associated with the EV charging equipment will be provided service under a TOU rate plan.
- p. Participants must enroll in at least one qualifying Demand Response Program.
- q. 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.
- r. 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.
- s. 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.
- t. 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.

SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement.

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

## **6. SCE Representations.**

- a. SCE will issue the Rebate, if applicable, after the Program Participant has submitted all required documentation as outlined in the Small Site Rebate Program Guidelines and once SCE has verified installation of the Charging Equipment. Rebate Payment is also subject to Program Participant meeting all Program requirements.
- b. The actual Rebate Payment amount shall not exceed the actual costs of equipment purchase and installation.

## **7. 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, 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, 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 Small Site 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.

## 8. 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, 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. Responsibility for Repairs. If Participant -installed equipment damages SCE-owned Infrastructure, Participant will be responsible for any costs associated with making any necessary repairs. If SCE identifies an improper installation of Participant-installed equipment, 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.

## 9. 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 Utility-Side of the meter 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 Charge Ready Small Site 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.
- 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 and authorized by 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. 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.
- f. Should a conflict exist between the Small Site Rebate Program Guidelines and this Agreement, then this Agreement shall control with respect to such conflict.

- g. Incentives and Rebates are taxable and if greater than \$600 will be reported to the IRS unless the payee is exempt. SCE will report the rebate as income on IRS Form 1099. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.
- h. 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. SCE will verify for completeness and accuracy and will notify the applicant to proceed and reserve funding accordingly.

**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.

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

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

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