

**Step 2 - Agreement****Approved Charge Ports**

1.	Total Number of Approved Charge Ports to be installed at the Site:	16
	a. Number of Level 1 Charge Ports requested by Customer Participant:	0
	b. Number of Level 2 Charge Ports requested by Customer Participant:	14

Facility Availability for EV Access and Charging

2.	Description of Approved Location at the Site (e.g., East Parking Lot on Michigan St; 1st Row):	Fleet parking lot near volleyball court
3.	Download Defined Plan showing the Approved Location for the Charge Ready deployment:	

**Approved Charge Ready Program Rebate Information
(For Each Approved Charge Port)**

4.	Community Type:	Non-disadvantaged Community
5.	Primary Utilization:	Destination Center

6.	Charge Port Type	7.	Base Cost	8.	Rebate %	9.	Rebate Amount per Charge Port
	Level 1:		\$1,396.00		25 %		\$349.00
	Level 2 A:		\$2,390.00		25 %		\$597.50
	Level 2 B:		\$2,095.00		25 %		\$523.75

Reservation Approval by SCE

10.	Date Reservation Approved:	06/28/2019
11.	Approval – CR Program Manager Signature:	April Quon
12.	SCE Representative Name:	April Quon
13.	Title:	Program Manager
14.	Date:	06/28/2019



Charge Ready Program Participation Agreement

15. Customer Participant:

- a. Agrees that participation in the Charge Ready Program by Customer Participant is subject to the terms and conditions set forth in Tariff Schedule CRPP, Charge Ready Program Pilot, including without limitation the obligation for Customer Participant to take service under Schedule CRPP for not less than ten years from the service turn-on date on an applicable rate schedule for the Charging Stations installed pursuant to Schedule CRPP. Early termination of service of Charge Ready Program Pilot is subject to Special Conditions 7 (Noncompliance) and 8 (Termination Costs) of Schedule CRPP, unless the Customer Participant's successor in interest executes an assignment and assumption agreement and agrees to abide by all terms and conditions of Schedule CRPP. Customer Participant shall not assign the service under Schedule CRPP without the prior written consent of SCE; and the Customer Participant's successor in interest must assume all rights and obligations under this Schedule for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.
- b. Approves the Defined Plan prepared by SCE showing the infrastructure area to be deployed by SCE under the Charge Ready Program.
- c. Agrees to enter into the easement agreement(s) prepared by SCE (if Customer Participant is the Property Owner), or arrange for Property Owner to enter into the easement agreement(s) prepared by SCE (if Customer Participant is not the Property Owner).
- d. Agrees to provide proof of purchase acceptable to SCE for the number and type of Charge Ports approved by SCE within 30 days following the Agreement Date (as shown below).
- e. Acknowledges that funding for the approved deployment and Charge Ready Program rebate is only reserved after SCE receives a copy of this Reservation Request and Contract Agreement signed by Customer Participant and Property Owner (if different from Customer Participant), and failure to provide the required proof of purchase and easement agreement(s) signed by the legal owner of the Site within 30 days following approval of this application by SCE will void any funding reserved for Customer Participant in connection with the Charge Ready Program.
- f. Represents and warrants that Customer Participant has not applied and will not apply for other rebates or incentives offered by third parties which, if combined with the Charge Ready Program rebates, would cover more than 100% of the cost of the charging stations and their installation.
- g. Agrees that any election by Customer Participant with respect to the number of charging stations, their charging levels, and the charging station models cannot be modified after being submitted by Customer Participant to SCE.
- h. Agrees to participate in a Customer Satisfaction Survey following completion of deployment, upon request by SCE.
- i. Customer Participant acknowledges that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship. 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 Charge Ready Program. Customer Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety and/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. Customer 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 Charge Ready Program. Without limiting the foregoing, SCE, its parent companies, directors, officers, employees, or agents shall not 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.
- j. Indemnification of SCE. To the fullest extent permitted by law, Customer Participant shall indemnify, defend, and hold harmless SCE, its parent companies, 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 Customer Participant under this Agreement, (b) any act or omission of Customer Participant, whether based upon Customer Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or any third party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Customer 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 solely by SCE's willful misconduct or gross negligence.
- k. Defense of Claim. If any Claim is brought against the Indemnified Parties, Customer 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 Customer Participant may exist with respect to such Claim. If a conflict precludes Customer Participant from assuming the defense, then Customer 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 Customer 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 Customer Participant of any of its obligations hereunder.
- l. Survival. Customer Participant's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- m. This Agreement is subject to the applicable provisions of SCE's tariffs, including Schedule CRPP, filed and authorized by the California Public Utilities Commission. This Agreement shall, at all times, be subject to such changes or modifications by the California Public Utilities Commission, as said Commission may, from time to time, direct in the exercise of its jurisdiction.



Agreement by Customer Participant

By signing, I represent that the information provided in this Reservation Request and Contract Agreement is true, accurate and complete. I also hereby indicate my consent to execute and submit this document electronically.

16.	Customer Participant Signature:	
17.	Name Printed:	Mike Duncan
18.	Title:	Energy Manager
19.	Agreement Date:	

Agreement by Property Owner

By signing, I hereby approve the proposed deployment under the Charge Ready Program as described above and agree to enter into Easement Agreements to be prepared by SCE. I also hereby indicate my consent to execute and submit this document electronically.

20.	Name:	
21.	Property Owner (if not Customer Participant) Signature:	
22.	Title:	
23.	Date:	

