

EV Charge Network Owner Terms and Conditions (“Contract”)

Definitions

Disadvantaged Community – Census tracts in PG&E’s service territory with a top quartile score according to California Environmental Protection Agency’s CalEnviroScreen 3.0, or current version.

EV Service Connection – Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system.

EV Supply Infrastructure – Infrastructure from the meter (“but not including the meter”) to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space.

EVSE – Electric vehicle supply equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.

EVSE Package – EVSE hardware, software, and network services – from Suppliers for the EV Charge Network Program.

EVSP – Electric vehicle service provider is a company that meets the mandatory minimum requirements.

Site Host – The entity participating in the EV Charge Network Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for PG&E. Site Host will receive the bill for the energy delivered to the EVSE Package under either the A-6 or A-10 Rate Plan.

Operations and Maintenance (O&M): included but not limited to network fees, replacement of parts and associated services necessary to keep the EVSE operational.

Premises: Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Charge Network Program. Multiple Premises may be listed in Exhibit A.

Rate Adder: An additional price per kWh covering Site Host non-energy charges, which may be added to EV Drivers’ charging costs under the Pass-through Pricing option.

Rate Plan – There are two rate plans available to Site Hosts: A-6 ([link to PG&E A-6 tariff](#)) for 10 or fewer chargers (if less than 75 kilowatt) or A-10 ([link to PG&E A-10 tariff](#)) for more than 10 chargers. Both rate plans are time-of-use, where the cost of electricity per kilowatt-hour changes throughout the day. Costs are higher on-peak when energy demand is highest, and are lower off-peak, when energy demand is lowest.

Pass-through Pricing – An available rate option for all Site Hosts that participate in PG&E’s EV Charge Network Program. Under this option, PG&E’s Time-of-Use (TOU) price signals will serve as a load management plan. PG&E will serve electricity to Site Hosts, who will then pass the TOU energy rate, either A-6 or A-10, directly to EV Drivers.

Custom Pricing – An available rate option for all Site Hosts that participate in PG&E’s EV Charge Network Program. Under this option, the Site Host will be allowed to determine the pricing delivered to EV Drivers. The Site Host is required to submit to PG&E the load management tactics it will implement at its location, including the prices or fees that it intends to levy on EV Drivers and any communication methods to be used to implement the load management tactics.

Owner Rebate – If the Site Host is the Owner, then the Site Host will receive a Rebate. Review rebate information on www.pge.com/evcharge.

Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the EV Charge Network Program, including all requirements included by reference, for the duration of Site Host’s participation; a period of not less than 10 years from the date Site Host’s EVSE Package becomes operational.

Owner Rebate: The Site Host who owns, operates, and maintains the EVSE installed on their property (“Owner”) applicant will qualify for a Rebate as part of participation in the EV Charge Network Program, a pilot program to install EVE chargers in the Pacific Gas and Electric Company (“PG&E”) service territory. The Rebate amount will vary in accordance with the California Contract version revised 1.11.19

Public Utilities Commission (“CPUC”) requirements. The Rebate will be paid after: (1) proof of purchase of qualified EVSE Package, (2) PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational.

Selection of Electric Vehicle Service Equipment Package: Upon approval of application by PG&E, Site Host shall select and procure one EVSE Package from the PG&E approved list of qualified vendors accessed through the EV Charge Network Program website. In all cases PG&E is responsible for the EV Service Connection and the EV Supply Infrastructure at the site. Owner shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by PG&E. Site Host acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE package. Site Host agrees that PG&E has no liability whatsoever concerning the quality and safety of such products.

Additional Services from EVSP: Separate and apart from the application and PG&E’s obligations under the EV Charge Network Program, the EVSP selected by Site Host may offer and contract directly with the Site Host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Charge Network Program. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Charge Network Program objectives and are approved by PG&E in writing.

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. A preliminary layout of proposed facilities will be provided to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. After Site Host approval of the preliminary design, PG&E will coordinate with the Site Host if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E prior to any installation activities. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the schedule require modification, PG&E shall notify Site Host within a reasonable amount of time of such changes. The Site Host and/or its contractors shall construct the EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. The Owner is responsible for covering the upfront costs of the EVSE Package and installation of the EVSE. PG&E will assess whether the installation complies with quality and safety standards before confirming project completion and delivering an Owner Rebate to the Site Host. Upon completion of installation of the EVSE, the Site Host understands and acknowledges that they will be responsible for the operation and maintenance of the EVSE installed through the EV Charge Network Program. EVSE Package Payment of the Rebate will be made after: (1) proof of purchase of qualified EVSE Package, (2) PG&E inspects the installation of the EVSE and the physical location, (3) the EVSE is operational.

EV Drivers Right to Access: Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Charge Network Program, Site Host decides whether to make the EVSE available to the general public.

Duty to Notify: Site Host has a duty to promptly notify PG&E when Site Host becomes aware of any unsafe, inoperable or damaged equipment. In addition, Site Host shall promptly report all claims and/or incidents to PG&E or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. PG&E is responsible for the costs of complying with these standards as they relate to the installation of EVSE and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

Easement Requirement: An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Site Host property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Site Host application is evaluated, and will communicate that to Site Host. If Site Host does not wish to grant an easement for one or more Premises, Site Host or PG&E may agree to remove those Premises from the EV Charge Network program. If Site Host accepts easement requirement, Site Host agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Site Host, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Site Host agrees to sign and return easement to PG&E within 30 days of receipt. If the Site Host does not respond within 30 days, PG&E reserves the right to rescind Site Host’s participation in the EV Charge Network Program. Upon termination of the Contract, PG&E shall upon written demand therefor execute and deliver to Site Host a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Site Host expense.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Supply Infrastructure and EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Supply Infrastructure or EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host's property or operations.

EVSE Operation and Maintenance: The Site Host is required to maintain the EVSE for the duration of this contract (10 years). Site Host will pay all Operations and Maintenance costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear accepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service.

Billing: Site Host will be the PG&E customer of record and will be served an applicable, commercial, TOU Rate Plan, these include Schedule A-6 (if less than 75 kilowatt) or Schedule A-10. As the customer of record, Site Host will be responsible for paying the PG&E bill. The EVSP will be responsible for collecting payment from EV Drivers who use the EVSE and passing on the value of this payment to the Site Host. The Site Host has two options for how they want to charge EV Drivers, Pass-through Pricing and Custom Pricing.

Pass-through Pricing: Under this option, the Site Host delivers energy to EV Drivers at the price per kWh reflected in the selected Rate Plan (A-6 or A-10, whichever is applicable) at that time. In order to recover any additional charges associated with the Rate Plan, the Site Host will have the option to include a Rate Adder with the energy price per kilowatt-hour (kWh) passed on to EV Drivers. The Rate Adder should represent the non-energy additional charges (e.g. demand charges and meter charges) associated with the applicable Rate Plan converted into a price per kWh. If a Site Host decides to use a Rate Adder, then EV Drivers will pay the applicable price per kWh for their energy use, plus the Rate Adder (an additional price per kWh). Alternatively, Site Hosts in this option do not have to pass on the non-energy charges to EV Drivers with a Rate Adder and can instead cover these costs themselves. Site Hosts shall periodically recalculate the Rate Adder based on historic EV charging usage to ensure they are not over-charging EV Drivers.

Custom Pricing: Under this pricing plan, the Site Host will deliver energy to EV Drivers at a price determined by the Site Host but subject to a load management plan.

Load Management Plan: Where the Site Host selects the Custom Pricing option, the Site Host will be required to submit a load management plan to PG&E in order to encourage drivers to charge during times of available capacity on the grid. PG&E will provide load management plan guidelines to Site Hosts. All load management plans must be acceptable to PG&E. Site Hosts who do not submit a load management plan approved by PG&E will be asked to provide one and will be ineligible to participate in the EV Charge Network Program until an approved load management plan is in place. EVSE site use patterns will be monitored, and in addition, applicant- determined prices or fees to use the EVSE will be tracked. This data will be used to inform CPUC policy.

Compensation: Under no conditions shall Site Host or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the EV Charge Network Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation, except for compensation permitted under the terms of the pricing options described above.

General Terms

Permission to Use Data: Site Host agrees to allow PG&E, its agents and representatives to use data gathered as part of the EV Charge Network Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations: Site Host understands that its participation in EV Charge Network Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant the easement, or (ii) it is the authorized manager of the proposed EV Charge Network Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Charge Network Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant the easement.

Changes: PG&E may initiate changes to the EV Charge Network Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the Program subject to section Site Host Removal and Termination.

Compliance with Laws: All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Charge Network Program and/or Site Host's interactions with customers in connection with the EV Charge Network Program.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Site Host reserve the right to seek damages and recovery for losses incurred due to any breach of the EV Charge Network Program terms and conditions on the part of Site Host or PG&E, whether intentional or unintentional.

Relocations: Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Charge Network Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by PG&E, Site Host shall either amend the Easement to include the legal description of the new location or enter into a new Easement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Site Host's participation in the EV Charge Network Program, or operation of EVSE, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Charge Network Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Charge Network Program or PG&E's ratepayers.

Site Host Removal or Termination: Should Site Host request removal or termination of EVSE or parts thereof prior to ten (10) years from the operational date of the EVSE, Site Host shall bear full cost and sole expense of such removal as well as actual costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Site Host may, at any time within the Program Term request from PG&E projected and final costs associated with such a removal request. If the Site Host wishes to assign its rights and obligations of the EVSE Package to a new Site Host prior to 10 years from the operational date of the EVSE, the new Site Host may assume all rights and obligations for the remaining term with PG&E consent. After 10 years, if Site Host requests removal or termination of the EVSE, PG&E shall de-energize the EV Service Connection and EV Supply Infrastructure and abandon conduit in place. PG&E will bear full cost of such work. PG&E may also deliver a quitclaim for the easement in accordance with these terms, after which the easement would be removed.

End of Term: At the end of the 10 year term, the Site Host will have the following options;

1. Continue to own EVSE as a Site Host with continued responsibility for operation and maintenance of EVSE. Easement remains in place.
2. Remove the EVSE at Site Host's cost and expense, PG&E abandons EV Service Connection and EV Supply Infrastructure in place. PG&E delivers quitclaim for easement and easement is removed.

Indemnification: Site Host shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; (ii) injury to property or other interests of PG&E, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees. Site Host shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Site Host shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Site Host's physical site. PG&E agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site.

Insurance Requirements: Site Host shall procure, carry and maintain the following insurance coverage:

A. Personal or Commercial General Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Additional Insurance Provisions

1. Before commencing performance of work under this Agreement, Site Host shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Site Host.
2. PG&E may inspect the original policies at any time.
3. Upon request, Site Host shall furnish PG&E evidence of insurance for Site Host's agents or contractors.

Casualty: If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "**Casualty**"), Site Host shall have the right to terminate the Agreement by written notice to PG&E in which event the Agreement shall terminate on the date that is 10 days after the date of Site Host's termination notice and PG&E may elect to remove or replace the EVSE from the Site. In the event of any Casualty which materially and adversely affects the operation of the EVSE, PG&E shall have the right to terminate the Agreement by written notice to Site Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of PG&E's termination notice and PG&E may elect to remove or replace the EVSE from the Site.

Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render PG&E and Site Host liable as partners, co-venturers or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, PG&E and Site Host shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.

Survival: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.