



[Date]

[Site Host Name]

[Site Address Street]

[Site Address City, State, & Zip Code]

PG&E Multifamily Housing and Small Business EV Charger Program Contract

RE: Application Number: MSDIXXXXXXXXX

Dear [Site Host First Name],

We are pleased to share that the site listed below has been selected to join PG&E's Multifamily Housing and Small Business EV Charger Program, pending satisfaction of the site-specific contingencies described in this letter. When we receive your countersigned copy of this letter, we will move this site into the final design and engineering phase and begin construction.

The following items are included in this Contract package:

- Part A: Project Description
- Part B: Terms and Conditions
- Attachment 1: Project Scope
- Attachment 2: Site Host Cost Share (if applicable)
- Attachment 3: Designated Rebate Applicant Form (if applicable)

Ecology Action is the Program Implementer of PG&E's Multifamily Housing and Small Business EV Charger Program. Your contacts at Ecology Action should remain your key points of contact related to any questions about the application process, charger procurement, installation, commissioning, activation, and ongoing operations and maintenance.

Please review all of the documents in this package carefully and let us know if you have any questions. The Project Description and the Terms and Conditions will, when signed on behalf of the Site Host, constitute a legally binding contract between the Site Host and PG&E.

Thank you for your participation in this exciting program! You are taking an important step to support California's ambitious climate and air quality goals, and we appreciate that you've elected to work with PG&E to install charging stations at your site.

Sincerely,

Sherry Lee Bryan
EV Charging Practice Director
PG&E Multifamily Housing and Small Business EV Charger Program
sherry.bryan@ecoact.org

Part A: Project Description

Program	Multifamily Housing and Small Business EV Charger Program as described in Advice Letter 6226-E with the 2021 LCFS Implementation Plan, and as administered by PG&E.
Site Host Name and Contact Information	<i>Site Host Name Address Street Address City, State, & Zip Code Phone Number Email Address</i>
Site Address(es) and EVSE Project(s)	<i>Site Address Street Site Address City, State, & Zip Code See EVSE details below and Attachment 1 for Project Scope</i>
Is Site Host the owner or lessee of the Site?	<i>Owner</i>
EVSP	<i>EVSP Company Name</i>
EVSE Owner (billing customer of record for EVSE energy charges)	<i>EVSE Owner Name Address Street Address City, State, & Zip Code Phone Number Email Address</i>
Type of Use	<i>[describe whether EVSE are publicly available, assigned to residents/employees, or both]</i>
Term	5 years from the date the EVSE becomes operational
Contingencies	As described below
Site Host Cost Share (if applicable)	<i>[insert Site Host Cost Share amount]. Refer to Attachment 2.</i>

Vendor Name	Number of EVSEs	EVSH Charger Models	EVSH Chargers Make	EVSH Chargers Power Level

Capitalized terms are defined in Part B: Terms and Conditions.

Project Overview: Site Host is approving the installation of the EVSE Project described above at the above Site. PG&E’s Multifamily Housing and Small Business EV Charger Program Implementer will coordinate with the EVSP to design and construct EV Supply Infrastructure at the site. Site Host will own the EVSEs and contract directly with the EVSP to ensure EVSEs are operational during and after the Contract term.

At the direction of PG&E, PG&E’s Multifamily Housing and Small Business EV Charger Program Implementer will:

- Pay for and coordinate installation of the EVSE Project Scope with the EVSP and Program Contractor as described in Part A: Project Description and Attachment 1, less any applicable co-pay.
- Pay for repairs to EVSE not covered by product warranty through June 30, 2025.



- Pay for electric vehicle service provider (EVSP) vendor software management, network and cellular service fees necessary to operate the EVSEs for a period of two (2) years from the date of EVSE activation with the EVSP.
- Apply for and receive applicable EV charging rebates from local funding programs on behalf of the Site Host to cover Project costs as described in Attachment 3.

Contingencies: Selection of sites for inclusion in the Program involves careful consideration of the Project costs and total scope of work, including site conditions. A final decision to proceed with construction is dependent on satisfaction of the following contingencies. PG&E may remove a Site from the Program if any of these contingencies are not satisfied. If PG&E removes a Site, then this Contract will be deemed terminated with respect to that Site but will continue in force for other Sites (if any) described in the Project Description.

- **Make-ready costs.** PG&E reserves the right to remove a Site from the Program at the completion of the design and estimation stage if the estimated cost of EV Supply Infrastructure for that site, (“**make ready costs**”) materially exceeds projected costs.
- **AHJ building permit.** PG&E reserves the right to remove a Site from the Program if existing electrical or building infrastructure is not code-compliant and a building permit is not approved by the Authority Having Jurisdiction for the installation of EVSE.

Timely Commencement of EVSE Service. This Project is being subsidized by PG&E in the expectation that Site Host will make the EVSE charge service available for use as described in the above Project Description in a timely and reasonable manner. If this is not achieved, then, except in the case of a termination due to failure of a contingency, PG&E reserves the right to recover the fees and costs incurred by PG&E and its contractors after the execution of this Contract with respect to the affected Site(s) including, but not limited to, design cost, site walk costs, site preparation, and construction costs.

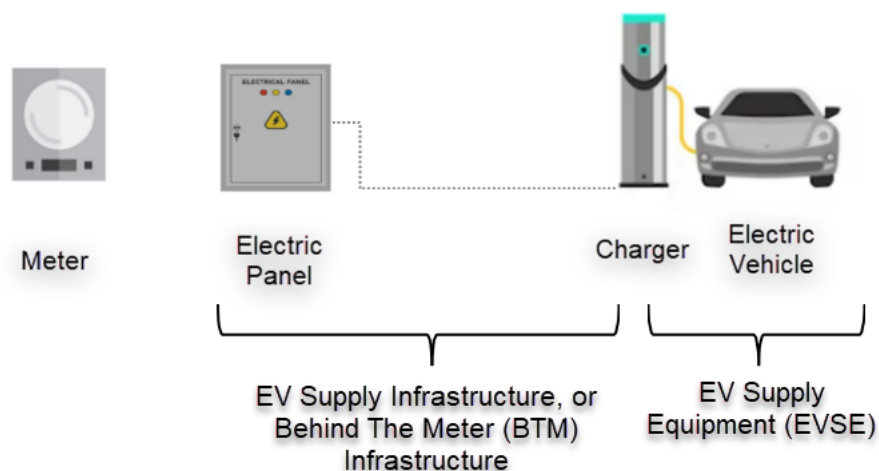
Site Host Acceptance. Site Host confirms its participation in the Program and agrees to be bound by this Contract, including Part B: Terms and Conditions. By signing this Contract, Site Host is committing to owning and maintaining the number of charging ports and charger locations specified above and in the attached Project Scope, subject to the contingencies noted herein.

EVSE Owner Acceptance. By signing this Contract, EVSE Owner or Authorized Agent confirms its participation in the Program and agrees to be bound by this Contract, including Part B: Terms and Conditions. By signing this Contract, EVSE Owner is committing to owning and maintaining the number of charging ports and charger locations specified above and in the attached Project Scope, subject to the contingencies noted herein.

Part B: Terms and Conditions

1. Program Definitions

- 1.1 Priority Community – AB 841 and the California Resources Board (CARB) defines an underserved community as a community that meets one of the following criteria:
 - 1.1.1 A community with a median household income less than 80 percent of the statewide average.
 - 1.1.2 Census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development’s list of state income limits adopted pursuant to Health and Safety Code § 50093.20.
 - 1.1.3 Is within an area identified as among the most disadvantaged 25 percent in the state according to the California Environmental Protection Agency and based on the most recent California Communities Environmental Health Screening Tool, also known as CalEnviroScreen.
 - 1.1.4 A community in which at least 75 percent of public-school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program.
 - 1.1.5 A community located on lands belonging to a federally recognized California Indian tribe.
 - 1.1.6 A census tract with at least 75% of its population identified as rural by the latest US Census data. Rural populations live outside urban area census blocks and urban cluster census blocks, as defined by the US Census.
- 1.2 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, as well as any equipment mounting infrastructure (e.g., concrete pad, Unistrut, etc.). Also referred to as “Behind the Meter” (BTM) infrastructure.





- 1.3 EVSE – Electric vehicle supply equipment used for charging EVs. This includes all components of the power dispenser(s) and power cabinet(s) including conductors (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.
 - 1.4 EVSE Project – EVSE Supply Infrastructure, EVSE hardware, software, and network services furnished by the EVSP, permits, signage, and labor necessary to install EV charging stations compliant with the California Building Code.
 - 1.5 EVSE Operations and Maintenance (O&M) – Services required to operate and maintain the EVSE including but not limited to network connectivity and related services, remote monitoring and management services, replacement of parts and associated services necessary to keep the EVSE operational. EVSE O&M does not include maintenance and repair of the EV Supply Infrastructure.
 - 1.6 EVSE Owner – The entity that is responsible for paying the up front and ongoing costs associated with keeping the EVSE Project operational. The EVSE Owner is also the customer of record or the Site Host for PG&E for purposes of the EVSE and will be responsible for paying all electric bills associated with the EVSE’s operation under the selected PG&E Rate Plan. In general, the EVSE will be owned and maintained by the Site Host.
 - 1.7 EVSP – Electric vehicle service provider is an entity that provides EVSE hardware and software to enable electric vehicle charging. Regardless of whether an EVSP is a party to this contract they are expected to have separate contractual relationships with the Site Host and/or EVSE Owner that are complementary to those stated within this Contract.
 - 1.8 PG&E – Pacific Gas and Electric Company.
 - 1.9 Program Implementer – Company administering the Program on behalf of PG&E. PG&E has selected Ecology Action as the Program Implementer for the Multifamily Housing and Small Business EV Charger Program.
 - 1.10 Program Contractor – A qualified subcontractor of the Program Implementer, assigned by the Program Implementer to permit and install the EVSE Project.
 - 1.11 Site(s) – the site(s) identified for the deployment of EVSE in Part A: Project Description.
 - 1.12 Rate Plan – A retail energy rate plan offered by PG&E. EVSE Owner will be the PG&E customer of record and will be responsible for paying the PG&E bill associated with the EVSE. The EVSE Owner may enroll in any applicable PG&E rate plan based on their service use.
 - 1.13 Site Host – The Site Host owns or leases the Premises where the EVSE Projects are installed.
2. **Acknowledgement and Term:** All parties hereto agree to abide by the terms and conditions of this Contract for participation in the Program, including all requirements expressly incorporated by reference. The duration of this Contract (the “**Term**”) will commence on the date in which EVSE becomes operational and will continue in effect for the Term stated in Part A: Project Description (unless otherwise earlier terminated pursuant to the terms herein). The EVSE will be deemed to be operational when both the EVSE commissioning is complete and the final inspection by the Authority Having Jurisdiction has been passed (as shown by the date of the final inspection certificate).
 3. **Site Host Cost Share:** Applicable to sites located outside of a priority community:

PG&E will pay up to \$3,000 per Level 1 port and up to \$6,000 per Level 2 port at eligible properties located outside of a priority community. Site Hosts of sites located outside of a priority community are responsible for paying a cost share for the remaining project cost, as detailed in Attachment 2. Additionally, Site Host is responsible for paying their assigned Program Contractor directly for any



additional work items not included in Attachment 1. The Program Contractor's EVSE package quote Attachment 2 is attached hereto and incorporated herein by this reference. If the Site Host agrees to work items in the EVSE Project quote Attachment 2 that are not included in the scope of work Attachment 1, the Site Host shall enter into a Contract with the Contractor to complete additional work items, which shall be solely between the Contractor and the Site Host.

4. **EVSP Network and Cellular Fees:** A wireless internet connection or cellular Wi-Fi hotspot near the installation site of the EVSE may be required for communication between the EVSE and third-party payment systems. If a Wi-Fi modem, repeater, cellular Wi-Fi hotspot, or other networking equipment is required during initial installation of EVSE, funding from this Contract may be allocated to cover all or a portion of these hardware costs.
5. **Selection of Electric Vehicle Service Equipment Package:** EVSE Owner may choose any EVSP from the list of qualified EVSPs, and any EVSE Package offered by that EVSP. It is the responsibility of the EVSE Owner to ensure that the selected EVSE Package is included in PG&E's current list of Program qualified products. EVSE Owner acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE Package. Site Host and EVSE Owner agree that PG&E has no liability whatsoever concerning the quality and safety of the EVSE Package. EVSE Owner shall operate and maintain the number and type of EVSE Packages described in Part A: Project Description. In all cases, PG&E's responsibility is limited to the EV Supply Infrastructure. The cost of establishing the EV Supply Infrastructure will be borne by PG&E, except as stated in Part A: Project Description.
6. **Additional Services from EVSP:** The EVSP may offer and contract directly with the Site Host and/or EVSE Owner to provide additional or complementary services that are not described in Part A: Project Description, as long as these services do not materially interfere with the objectives of the Program. The costs of additional EVSP services will not be borne by PG&E pursuant to this Contract.
7. **Installation Process:**
 - 7.1 The Program Implementer and Program Contractors shall, at PG&E's sole cost and expense (except as stated in Part A: Project Description), if applicable, design and construct the EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements.
 - 7.2 Site Host is responsible for providing all disclosures regarding known conditions, including but not limited to, hazardous or contaminated materials, located at the Site.
 - 7.3 Arrangements for removal of any hazardous or contaminated materials, and any other environmental remediation, will be Site Host's responsibility. If PG&E is to assume any responsibility for remediation of any of these conditions this must be expressly stated in Part A: Project Description and will be limited to the responsibilities described therein.
 - 7.4 Site Host will be the Program Implementer's single point of contact for the EVSE Project and is responsible for responding to and coordinating all communications among relevant parties with respect to the installation process, and for securing required approvals with respect to preliminary and final designs.
 - 7.5 A scope of work and design with the layout of proposed facilities is attached as Attachment 1. By signing this contract, Site Host acknowledges they have reviewed and approved the scope of work and design; such approval will not unreasonably be withheld. Once scope of work and design is approved, no material changes will be made without approval from PG&E and Site Host.
 - 7.6 The Program Implementer will provide an estimated installation schedule for the EV Supply Infrastructure after the approval of the building permit. Should the schedule require modification, the Program Implementer shall notify Site Host within a reasonable time of such changes. The



Program Implementer does not guaranty that the EVSE Supply Infrastructure will be completed within the time frame shown in the installation schedule.

- 7.7 The Program Implementer will assess whether the installation complies with quality and safety standards before confirming project completion.
- 7.8 Upon completion of installation of the EVSE, the Site Host understands and acknowledges that EVSE Owner will be responsible for EVSE Operations and Maintenance.
8. **EV Drivers Right to Access:** Access to or use of the EVSE shall not be restricted 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.
9. **Duty to Notify:** Site Host warrants that it is the occupier of the Premises as an owner or tenant and has legal control of the Premises. Site Host has a duty to promptly notify PG&E when Site Host becomes aware of any unsafe, inoperable, or damaged EV Supply Infrastructure equipment. In addition, Site Host and EVSE Owner shall promptly report all claims and/or incidents associated with the EV Supply Infrastructure to PG&E or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host and/or EVSE Owner or any third party.
10. **Accessibility Requirements:** The installation of the EVSE available to the general public or shared by residents at public housing facilities 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 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.
11. **Access to Site Host's Premises:** PG&E, the Program Implementer, and Program Contractor(s) 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 (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.), installing the EVSE Project, conducting educational outreach associated with the EVSE Project, and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. Except in emergencies, the Program Implementer shall use best efforts to provide Site Host/EVSE Owner with advance notice of work that is likely to affect access to or use of the Site, consistent with PG&E's standard utility practices.
12. **EVSE Operation and Maintenance:** The EVSE Owner is required to operate and maintain the EVSE for the Term of this Contract. The EVSEs installed shall be covered by a vendor warranty for two (2) years, paid for by the Program Implementer. The Program Implementer shall pay for and assist the Site Host in registering EVSEs with a [ChargerHelp!](#) maintenance account for any Level 2 EVSEs installed. The Program Implementer shall pay ChargerHelp Inc, on behalf of the Site Host for repairs to Level 2 EVSEs not covered by product warranty through June 30, 2025. Site Host agrees to report operational issues directly to the Program Implementer and/or ChargerHelp! within 24 hours of a reported operational issue.

If the chargers are not functioning properly, the chargers need to be assessed, repaired, and put back in proper working order in a reasonable amount of time with an average uptime of 97 percent.

Site Host, at its sole expense, shall service and replace broken or damaged equipment not covered by warranty after the term of this contract, and for not less than five (5) years from the date of final inspection and building permit sign off.

Site Host shall maintain the common area improvements immediately surrounding the EVSE in good and safe condition. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services.

13. **Billing:** Site Host will be the PG&E customer of record for the EVSE and will be served an applicable rate. As the customer of record, EVSE Owner will be responsible for paying the PG&E bill associated with the EVSE.
14. **Changing Rate Plan:** EVSE owner may change Rate Plan during the Term but must remain on a retail PG&E rate for the duration of the Term.
15. **Low Carbon Fuel Standard (LCFS) Credits:** PG&E agrees the EVSE owner will be entitled to all LCFS credits and associated financial benefits arising from use of the EVSE.
16. **Reliability:** PG&E does not guarantee uninterrupted service. At its own expense, EVSE Owner may pursue options to ensure that any impact to operations from potential loss of power is sufficiently mitigated.
17. **Changes to EVSE.**
 - 17.1 **Replacement:** Site Host may replace EVSE during the Term. Site Host must notify PG&E ahead of replacement to ensure the EV Service Infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for the Program. If adequate infrastructure does not exist, Site Host must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Site Host's expense and its liability.
 - 17.2 **Relocations:** Should Site Host or EVSE Owner request relocation of EVSE or parts thereof at any point in time, such relocation shall be per mutually agreeable terms and shall be at sole expense of the party making the request and in accordance with any Program requirements, laws, regulations, or other applicable jurisdictional requirements. Additionally, if requested by PG&E, Site Host may be required to enter into a new easement with PG&E.
 - 17.3 **Expansion:** Site Host must coordinate with PG&E prior to expansion of chargers or charger capacity. Any additional installations or related work will be at Site Host's expense and liability.
18. **Permission to Use Data:** EVSE Owner and Site Host agree to allow PG&E, its agents and representatives to access and use data relating to the use of the EVSE (including usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) ("Usage Data") for PG&E's internal use, for the enhancement of the Program and similar programs and for regulatory reporting purposes, and all such use shall be in accordance with applicable laws and regulations. If Site Host or the EVSE Owner does not control access to Usage Data, EVSE Owner will direct the person who controls such access to make Usage Data available to PG&E and/or the Program Implementer in a file format reasonably acceptable to PG&E and consistent with regulatory reporting requirements. All data shall be anonymized to remove any personal information before it is provided to PG&E or the Program Implementer.
19. **Representations:** Site Host and EVSE Owner understand that participation in the Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, EVSE Owner, 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 of the Premises and has the rights of access referred to in this Contract, or (ii) it is the lessee of the Premises and, subject to obtaining an easement from the landlord as described in this Contract, has the power, authority and capacity to bind itself to this Contract and to perform each and every obligation required of Site Host and the EVSE Owner (if applicable).

20. **Regulatory Changes:** PG&E may initiate changes to the Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host and EVSE Owner with advance notice of any such changes.
21. **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 Program and/or a party's interactions with customers in connection with the Program, including operation of the EVSE.
22. **PG&E Termination or Suspension:** PG&E may terminate, or for any duration suspend, Site Host's or EVSE Owner's participation in the Program, or operation of EVSE to comply with regulatory mandates or for cause including but not limited to: breach of this Contract, failure to abide by Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other material reason(s) not in the best interests of the Program.
23. **Assignment.** If the Site Host or EVSE Owner wishes to assign its rights and obligations of the EVSE Project to a new Site Host or EVSE Owner prior to the end of the Term, the new Site Host or EVSE Owner may assume all rights and obligations for the remaining term with PG&E consent.
24. **Early Removal, Termination or Cessation of EVSE Service:** Should Site Host or EVSE Owner request removal of EV Supply Infrastructure before the end of the Term (an "Early Termination"), the Site Host or EVSE Owner who requests removal shall be responsible (and shall reimburse PG&E, as applicable) for the full cost and expense of such removal. In addition, if there is an Early Termination or if the EVSE Owner ceases to make EVSE available for use as required by this Contract before the end of the Term, then the EVSE Owner will pay PG&E the actual costs, as circumstances may dictate, for losses incurred by PG&E, such as pro-rated costs of equipment, site design and installation. Site Host or EVSE Owner may, at any time within the Term request from PG&E projected and final costs associated with such a removal request. Upon such Early Termination or cessation of service, the EVSE Owner may elect option 2 (but not option 1) in the "End of Term" paragraph below.
25. **End of Term:** At the end of the Term, the Site Host / EVSE Owner shall have no further obligations to PG&E under this Contract except for the indemnity set forth below.
 - 25.1 **Abandon the EV Supply Infrastructure in place.** PG&E has no further obligations with respect to the abandoned EV Supply Infrastructure.
26. **Indemnity:** Site Host and EVSE Owner (each an "Indemnitor") 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 Indemnitor; (ii) injury to property or other interests of PG&E, Indemnitor, 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 Indemnitor'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. Indemnitor 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. Indemnitor 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.

27. **Insurance Requirements:** Site Host shall procure, carry, and maintain the following insurance coverage:
- 27.1 **General Liability Insurance.** The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, property damage and personal injury. 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.
- 27.2 **Property Insurance.** Covering against all risks of physical loss or damage to EVSE with limits equivalent to the replacement cost of the EVSE.
- 27.3 Additional Insurance Provisions.
- 27.3.1 Before commencing performance of work under this Agreement, Site Host and/or EVSE Owner shall furnish PG&E with certificates of insurance and endorsements of all required insurance. PG&E may inspect the original policies at any time.
- 27.3.2 Upon request, Site Host and/or EVSE Owner shall furnish PG&E evidence of insurance for agents or contractors hired to perform installation or O&M of the EVSE.
- 27.4 **Workers' Compensation and Employers' Liability.**
- 27.4.1 Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Contractor performs Work.
- 27.4.2 Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.
28. **Casualty:** If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which reasonably materially and adversely affects the operation of the EVSE (any, a "**Casualty**"), and if Site Host elects not to repair or replace the affected EVSE, then Site Host and EVSE Owner shall have the right to terminate the Contract by written notice to PG&E in which event the Contract shall terminate on the date that is 10 days after the date of the relevant party's termination notice.
29. **Dispute Resolution:** This Contract, and any and all disputes arising out of or relating to this Contract, shall be governed by and construed under the laws of the State of California, without reference to its conflicts of law provisions. If a dispute arises with respect to this Contract or performance hereunder, 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. In the event that mediation fails to resolve such dispute, the parties retain all rights and defenses with respect to such dispute. Any proceeding related to this Contract or a party's performance, or non-performance hereunder will be instituted and maintained exclusively in the

federal or state courts sitting in the City of Oakland and County of Alameda, and each party irrevocably submits to the exclusive jurisdiction of those courts.

30. **No Partnership:** This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor shall this Contract render PG&E and Site Host or EVSE Owner liable as partners, co-venturers, or principals.
31. **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, all impacted Parties 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.
32. **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.
33. **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.
34. **Notices:** Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.
- 34.1 Notices to PG&E shall be sent to:
- Pacific Gas and Electric Company
Attn: Multifamily Housing and Small Business EV Charger Program Manager
300 Lakeside Drive
Oakland, CA 94612
Email Address: evcharging@ecoact.org
- 34.2 Notices to Site Host shall be sent to the applicable address and addressee shown in Part A: Project Description.



The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

Company Name (Site Host)	PACIFIC GAS AND ELECTRIC COMPANY
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

SAMPLE