



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | SVCleanEnergy.org

GridShift Charger Rebate Program Participant Agreement

This Participant Agreement ("Agreement") between Silicon Valley Clean Energy ("SVCE") and "Applicant" outlines the terms and conditions of the GridShift Charger Rebate Program ("Program") offered by SVCE. Please keep a copy of this document for your reference. Electric Vehicle (EV) and Electric Vehicle Supply Equipment (charger) eligible for rebates are listed in the Equipment Specifications document. Rebates are available on a first-come, first-served basis.

Applicant Acknowledgements and Certifications

1. The charging site is associated with an active SVCE account that is in good standing.
2. I understand I must set up a [Smartenit \(L1 or L2\)](#) or [ChargePoint](#) (internet-connected models) charger.
3. I understand that the purchase of the qualifying charger after 12/31/2022 which has not participated in a GridShift smart charging session is eligible for the full incentive of \$250.
4. I understand the incentive is only available for GridShift-ineligible EVs. EVs not listed in the Equipment Specifications document.
5. I understand I must download the SVCE GridShift app and complete at least two smart charging sessions.
6. I agree to set up the charger at a single-family home located in one of the 13 communities in Santa Clara County that SVCE serves. (See Jurisdictions at bottom of page.)
7. I will comply with PG&E service or panel upgrade or gas meter removal requirements, if applicable.
8. I will comply with all permitting and inspection rules and regulations for the installation set by the local Authority Having Jurisdiction.
9. I will comply with the Equipment Specification document.
10. After setting up the charger, I agree to keep the charger operational for a minimum of five (5) years.
11. I agree, at mutually agreeable times, to provide SVCE and its authorized representatives access to the property for verification of charger operation or other follow-up activities for two (2) years from receipt of rebate funds.
12. I agree to participate in Program online surveys, upon email request, and to respond to the communications regarding the Program.
13. I agree to provide testimonials or interviews, provide visual materials (photos, videos, etc.), allow a photo of the charger to be taken, and contribute to other marketing and promotional activities related to the Program.
14. I understand that I must submit electric vehicle purchase receipt or title, charger purchase receipt, photos of the newly installed charger, DMV registration, and the final permit document (where applicable) signed and dated by the city or county (whichever is the relevant jurisdiction) inspector in order to claim the rebate. All information and documentation must be submitted prior to SVCE issuing the rebate.
15. I intend to continue to receive SVCE's generation service at the charging site for a minimum of five (5) years from the date of set up .
16. I understand that I can receive up to one (1) rebate per household.
17. I understand that after set up, the property owner is the owner of the charger.



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18. I understand that the charger in this Program must be new and cannot have been in operation prior to this set up.
19. I understand I am solely responsible for all costs associated with the set up of the charger beyond the rebate amount. SVCE will not pay for set up costs or any upgrades to electrical system or any other costs required to set up the charger. I also understand that if the charger costs are less than the rebate amount, the rebate paid to me will not exceed the charger costs.
20. I understand that other than the rebate, I will not receive payment or compensation for participation in the Program.
21. I understand that the rebate may be made payable directly to the contractor that installed the charger.
22. I understand that I may not receive rebates from other entities for the same charger and, if so, that SVCE's rebate amount may then be reduced.
23. I understand that SVCE's rebate may be considered income and may be taxable. SVCE is not responsible for any tax liability or determining whether a tax liability exists.
24. I understand that my rebate reservation is active for 60 days and that if my project is not completed within that timeframe, rebate funds may no longer be available.
25. This Agreement is personal to Applicant. I understand that I may not assign or transfer rights or delegate obligations under this Agreement.
26. I understand that SVCE makes no representations or warranties, express or implied, regarding the design, construction, set up, reliability, performance, operation, maintenance, or any use of the charger discussed, selected, rejected, purchased, or otherwise considered by me. SVCE hereby expressly disclaims all warranties, whether express, implied, oral, or written, statutory, or otherwise, regarding any subject matter of this Agreement. Any decisions regarding the selection, design, purchase, set up, use, and operation of any product or charger or consideration or selection of any installer or contractor shall be at the sole discretion and are my sole responsibility.
27. I understand that SVCE and its authorized representatives shall not be liable for personal injury, property damage or other liabilities arising out of or in any way related to the installation or use of the charger, nor for any special, incidental, indirect, consequential or secondary damages, or for the loss of profit, revenue, or data even if SVCE and its authorized representatives shall have been advised of the possibility of such potential loss or damage.
28. I understand that SVCE reserves the right to modify or terminate this Program, in whole or in part, at any time and for any reason without prior notice.
29. I understand that SVCE may waive any sections in the Agreement at its sole discretion.
30. I understand that SVCE or its authorized representatives may access data records in order to evaluate and measure the efficacy of the Program. Data may include historical and future utility data, historical and future billing data, electricity consumption data, demographic data, survey data, permit data, and data associated with the cost and process of installation. All data will be held confidentially and will be used by the SVCE or its authorized representatives for Program operation and analysis purposes only. I understand that SVCE will aggregate and anonymize my data for the purposes of publishing case studies and reports to facilitate the advancement of managed EV charging.
31. If I fail to comply with this Agreement, as determined by SVCE, I agree to repay the award in an amount determined by SVCE within 30 days of written notice by SVCE.
32. I understand that this Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Santa Clara County, without



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reference to its principles on conflicts of laws.

33. I agree that except as expressly set forth to the contrary herein, I assume all risks, known and unknown, associated with and arising out of the charger, installation and use of the charger, and the contractor installer's, SVCE's and its authorized representatives' performance of obligations under this Agreement.
34. I expressly waive all claims and release SVCE and its authorized representatives therefrom that I may have or in the future may obtain against SVCE and its authorized representatives and agree further to hold SVCE and its authorized representatives harmless and to indemnify same against any and all claims brought against them arising from or in any way related to the charger, its installation or use, and SVCE and its authorized representatives performance under this Agreement, excepting only such claims as may arise from their sole negligence or willful misconduct. I expressly waive the provisions of California Civil Code section 1542, which provides:
"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
35. I certify that the information that I have supplied to SVCE is true, accurate and complete and that I will inform SVCE if any information changes.
36. I certify that I have not received a SVCE rebate for the same charger before.
37. I certify that I have determined that it is feasible to set up and operate the charger and participate in the Program and that I obtained necessary permission to set up and operate the charger and participate in the Program from all necessary parties, including, but not limited to, any property manager and/or homeowners association.
38. I certify that I am authorized to submit this Application on behalf of the project listed herein.
39. I have thoroughly and carefully read and understand and agree to these GridShift Charger Rebate Program Terms and Conditions set forth in this Agreement.