



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | 1-833-243-4235 | [SVCleanEnergy.org](http://SVCleanEnergy.org) | [SVCEPrograms@smud.org](mailto:SVCEPrograms@smud.org)

## FutureFit Multifamily Electric Vehicle Charging Installation Incentive Program Participant Agreement

This Agreement between Silicon Valley Clean Energy (“SVCE”) and “Applicant” outlines the terms and conditions of the FutureFit Multifamily Electric Vehicle Charging Installation Incentive Program (“Program”) offered by Silicon Valley Clean Energy (“SVCE”). Please keep a copy of this document for your reference.

Currently, this Program is approving incentives for Multifamily Dwellings only and for the equipment listed in the table below. Incentives are available on a first-come, first-served basis.

Property Category	Property Type	Equipment Type <sup>1</sup>	Incentive Amount	Maximum Incentive
<b>Existing Building</b>	Multifamily Dwelling	L1 or L2 outlet	\$1,500	Up to \$50,000 per project site or 75% of total project costs, whichever is less
		Smart L1/L2 Outlet	\$2,500	
		L2 EVSE port	\$5,500	
		Panel Upgrade	Up to \$5,000 per site	
		Load Management Technology	Up to \$2,000 per site	
		Pre-wiring	Up to \$3,000 per site	
	100% Affordable Multifamily Dwelling <sup>2</sup>	L1 or L2 outlet	\$1,500	Up to \$60,000 per project site or 100% of total project costs, whichever is less
		Smart L1	\$2,500	
		L2 EVSE port	\$5,500	
		Panel Upgrade	Up to \$5,000 per site	
		Load Management Technology	Up to \$2,000 per site	
		Pre-wiring	Up to \$3,000 per site	
<b>New Construction</b>	Affordable Multifamily Dwelling <sup>2</sup>	L1 or L2 outlet	\$1,000	100% of total project costs <sup>3</sup>
		L2 EVSE port	\$2,000	

<sup>1</sup> Please see [Equipment Specifications](#) for details.

<sup>2</sup> Affordable Housing is defined as residential buildings that consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income. New construction projects with a smaller percentage of affordable units may seek incentives for EV chargers accessible by residents in those units.

<sup>3</sup> Only ports that exceed CALGreen minimum requirements are eligible for new construction projects.



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | 1-833-243-4235 | [SVCleanEnergy.org](http://SVCleanEnergy.org) | [SVCEPrograms@smud.org](mailto:SVCEPrograms@smud.org)

**Contact Information**

We want to provide you with helpful information. Here’s who you should contact with questions:

Question	Who to Contact	Contact
This Agreement	SVCE	<a href="mailto:SVCEPrograms@smud.org">SVCEPrograms@smud.org</a>
Charger capabilities	Charger customer support	
Charger functioning	Charger customer support	
Installation	Contractor	
Permitting	Contractor	
Incentive	SVCE	<a href="mailto:SVCEPrograms@smud.org">SVCEPrograms@smud.org</a>
Electricity service capacity/interconnection	PG&E	<a href="http://PG&amp;E.com">PG&amp;E.com</a>
Program feedback	SVCE	<a href="mailto:SVCEPrograms@smud.org">SVCEPrograms@smud.org</a>
Emergency	Emergency services	911

**Applicant Acknowledgements and Certifications**

**New Construction Only**

1. If applying for the Affordable Housing, new construction Maximum Incentive, I certify that at least one unit in the multifamily dwelling at which the equipment will be installed are deemed Affordable Housing as defined above, and that the equipment will be accessible to the Affordable Housing tenants
2. I certify, if applying for the Maximum Incentive under new construction, that the planned development has been approved by the Authority Having Jurisdiction for construction within the next three years.
3. If applying for the Maximum Incentive under new construction, I will ensure that installed and incentivized electric vehicle infrastructure exceeds CALGreen code standards.

**Existing Building Only**

4. If applying for the Affordable Housing, existing construction Maximum Incentive, I certify that 100% of the units in the multifamily dwelling at which the equipment will be installed are deemed Affordable Housing as defined above.
5. If applying for the Maximum Incentive under existing construction, I will install at least four of the following electric vehicle charging equipment: Level 1 or 2 Charger Outlet, Smart Level 1 or 2 Outlet, or Level 2 Port.
6. If applying for the Maximum Incentive under existing construction, I will provide a contractor quote with my application.
7. I understand that my incentive Reservation for existing construction projects is active for twelve (12) months and that if my project is not completed within that timeframe, incentive funds may no longer be available.

**All Construction**

8. The location where the equipment will be installed is associated with an active SVCE account that is in good standing, or is a planned development in SVCE territory.



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | 1-833-243-4235 | [SVCleanEnergy.org](http://SVCleanEnergy.org) | [SVCEPrograms@smud.org](mailto:SVCEPrograms@smud.org)

9. The location where the equipment will be installed is a multifamily dwelling with four or more units within SVCE territory.
10. I will comply with PG&E service or panel upgrade requirements if applicable.
11. I will comply with all permitting and inspection rules and regulations for the installation set by the local Authority Having Jurisdiction.
12. I agree to participate in Program online surveys, upon email request, and to respond to the communications regarding the Program.
13. After installation of equipment, I agree to keep the equipment installed and operational for a minimum of five (5) years.
14. I agree to have an operations and maintenance contract to ensure equipment is up and running as much as possible.
15. I acknowledge that the installation of equipment is subject to the payment of prevailing wage and I and any subcontractors, shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage.
16. I agree, at mutually agreeable times, to provide SVCE and its authorized representatives access to my property for verification of equipment operation or other follow-up activities for one (1) year from receipt of incentive funds.
17. I agree to place an SVCE logo sticker on each incentivized charger. Sticker will be provided by SVCE.
18. I agree to provide testimonials or interviews, provide visual materials (photos, videos, etc.), allow photos of equipment to be taken, and contribute to other marketing and promotional activities related to the Program.
19. I agree to offer pricing to residents of the multifamily dwellings that is reasonable and at-cost-parity with SVCE electric vehicle rates.
20. I will continue to receive SVCE's generation service at the location where equipment is to be installed for a minimum of five (5) years from the date of installation.
21. 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 equipment, installation and use of the equipment and the contractor installer's, SVCE's and its authorized representatives' performance of obligations under this Agreement.
22. 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 equipment, its installation or use and SVCE and its authorized representatives performance under this Agreement, excepting only such claims as may arise from SVCE's 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."
23. I agree that I will not tamper with the equipment or operate it in an unsafe or unauthorized manner. I agree that any work on or related to the equipment will be performed by a qualified contractor.
24. I understand that if my project receives an incentive from another entity or program such as CALeVIP, BAAQMD Charge! Program, etc., the SVCE incentive amount may be reduced so that the total incentives for a project do not exceed Maximum Incentive amounts or percent of total project costs.
25. I understand that a project site, or multi-dwelling property, may only receive an incentive for



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | 1-833-243-4235 | [SVCleanEnergy.org](http://SVCleanEnergy.org) | [SVCEPrograms@smud.org](mailto:SVCEPrograms@smud.org)

- this Program one time.
26. I understand I am solely responsible for paying all costs of installing any of the equipment beyond the incentive amount. SVCE will not pay for installation costs or any upgrades to electrical system or any other costs required to install the equipment in excess of the incentive amount.
  27. I understand that other than the incentive, I will not receive payment or compensation for participation in the Program.
  28. I understand that SVCE's incentive may be considered income and may be taxable. SVCE is not responsible for any tax liability or determining whether a tax liability exists.
  29. I understand that only electric vehicle charging equipment and electric panels with the start-of-installation date occurring after signing this Agreement are eligible for an incentive (planning and design work is permissible prior to signing).
  30. I understand that after installation, I am the owner or lessee of the equipment.
  31. I understand that the equipment installed in this Program must be new and cannot have been in operation prior to this installation.
  32. This Agreement is personal to Applicant. I understand that I may not assign or transfer rights or delegate obligations under this Agreement.
  33. I understand that SVCE makes no representations or warranties, express or implied, regarding the design, construction, installation, reliability, performance, operation, maintenance, or any use of the equipment 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, installation, use, and operation of any product or equipment or consideration or selection of any installer or contractor shall be at the sole discretion and are my sole responsibility.
  34. 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 equipment, 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.
  35. 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.
  36. I understand that SVCE may waive any sections in the Agreement at its sole discretion.
  37. 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 reference to its principles on conflicts of laws.
  38. 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, 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 building decarbonization.
  39. I understand that I must also submit proof of project costs, photos of the new installed equipment, and relevant permit documentation with Authority Having Jurisdiction's inspector signature to SVCE. All information and documentation must be submitted prior to incentive distribution.
  40. I have thoroughly and carefully read and understand and agree to these FutureFit Multifamily Electric Vehicle Charging Incentive Program terms and conditions set forth in this Agreement.



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | 1-833-243-4235 | [SVCleanEnergy.org](http://SVCleanEnergy.org) | [SVCEPrograms@smud.org](mailto:SVCEPrograms@smud.org)

41. 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.
42. I certify that I am authorized to enter into this Agreement on behalf of Applicant.
43. I certify that I have determined that it is feasible to install and operate the equipment and participate in the Program and that I obtained necessary permission to install and operate the equipment and participate in the Program from all necessary parties, including, but not limited to, any property owner, property manager, and/or homeowners association.

Version updated 2/17/2023