

**PUGET SOUND ENERGY****SCHEDULE 551  
ELECTRIC VEHICLE NON-RESIDENTIAL CHARGING PRODUCTS AND SERVICES****Attachment "A" - Non-Residential Service Agreement (Company-Owned)**

This Service Agreement (this "Agreement") is made and entered into as of [\_\_\_\_\_], 20[\_\_\_] ("Effective Date"), by and between Puget Sound Energy, Inc. ("Company") and the individual or entity identified in the signature block of this Agreement ("Host"). Company and Host may be referred to each as a "Party" and together as the "Parties" in this Agreement. Except as otherwise expressly defined herein, terms defined in Schedule 583 of Company's Electric Tariff G will have the same meaning when used in this Agreement.

A. Company intends to make available, as part of its Electric Service, certain electric vehicle ("EV") charging products and services to Host pursuant to Schedule 551 of Company's Electric Tariff G (the "Schedule") and this Agreement. All equipment related to such EV charging products and services made available to Host pursuant to the Schedule and this Agreement and installed by Company is, or upon installation will be, owned and operated by Company for purposes of delivering electric energy for the charging of electric vehicles by Host and other EV charging participants.

B. Host desires to acquire, as part of Company's products and services provided to Host under the Schedule, certain EV charging products and services from Company, and Company desires to provide to Host certain EV charging products and services, subject to the terms and conditions of this Agreement.

C. This Agreement forms part of the Schedule.

The Parties therefore agree as follows:

1. **Term.** Unless earlier terminated as provided herein, this Agreement will have a term of at least ten (10) years, commencing on [\_\_\_\_\_] and ending on [\_\_\_\_\_].

2. **Equipment.** The equipment related to the EV charging products and services made available to Host by Company pursuant to the Schedule and this Agreement is listed in Exhibit A to this Agreement, which is incorporated into this Agreement by this reference (collectively, the "EV Equipment"). Company will provide and install the EV Equipment at Host's property located at the address specified in Exhibit A to this Agreement ("Premises"). The EV Equipment will remain electrically connected (subject to planned and unplanned outages) at the Premises during the term of this Agreement. As a result of this Agreement and the EV Equipment installed at the Premises, Host will be entitled to use and to allow other EV charging participants to use the EV Equipment solely for purposes of charging electric vehicles for their own personal use.

3. **Ownership; Taxes; Limited Scope.** Host represents that Host is the owner of the Premises where the EV Equipment will be installed or holds a valid leasehold interest in such Premises and has the authority to enter into this Agreement and allow for the installation and use of the EV Equipment pursuant to the Schedule and this Agreement at the Premises. If Host holds a valid leasehold interest, Host will obtain the consent of the owner of the Premises prior to executing this Agreement and will provide Company with evidence of the same. Host acknowledges that, during the term of this Agreement, the EV Equipment, together with any replacements, upgrades and other modifications of the foregoing, will remain the personal property of Company at all times. Company will be responsible for payment, on a pro-rata basis, of any personal property or other taxes on the EV Equipment to the extent such taxes are not otherwise included in the payments pursuant to this Agreement or recovered under the applicable rate schedule(s) of Company's tariffs accepted or approved by the Washington Utilities and Transportation Commission

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("WUTC"). This Agreement does not grant or confer to Host any rights of occupancy. Except as specifically set forth herein, no rights or entitlements will be granted to Host under this Agreement. Host acknowledges that Company may, in its sole discretion, file a fixture filing in the real estate records of the county where the EV Equipment is installed to protect its ownership interest in the EV Equipment. Host will promptly provide to Company, upon request, any information required in order for Company to make such filing. In addition, if this Agreement is determined to be a security agreement and to protect Company's rights in the EV Equipment, Host hereby grants Company a security interest in the EV Equipment and all proceeds and products thereof, and authorizes Company to cause this Agreement, or any statement or other instrument related to this Agreement showing the interest of Company in the EV Equipment (including a Uniform Commercial Code financing statement), to be filed or recorded to protect Company's interest in the EV Equipment.

**4. Charges.** As between Company and Host, Company is responsible for providing, installing, maintaining, replacing and upgrading the EV Equipment during the term of this Agreement. Host will pay for the electricity supplied to the EV Equipment and to electric vehicles that are charged using the EV Equipment, all as specified in the Schedule. Host also will pay to Company all costs and expenses (including, without limitation, reasonable attorneys' fees) in connection with the maintenance, repair or replacement of, or value lost by any failure or impairment of the efficient operating condition of the EV Equipment caused by the negligence or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises) or by the breach of any of Host's obligations under the Schedule, this Agreement or Schedule 80 of Company's Electric Tariff G ("Schedule 80").

**5. Host Responsibilities.** Host will use, and will permit the use of, the EV Equipment only for its ordinary intended purposes and only for Hosts' and other EV charging participants' own personal use, in accordance with applicable laws, rules and regulations. Host will not, and will not permit any other person to, tamper with, adjust, repair, modify, move or relocate the EV Equipment without prior written consent from Company. Consistent with the Schedule and in addition to the other obligations of Host under this Agreement, Host will, during the term of this Agreement and at its expense: (a) maintain a dedicated clearance space around the EV Equipment of at least the minimum clearance space specified in the EV Equipment manufacturer's installation and operation specifications or the minimum clearance space specified by applicable laws, rules and regulations, whichever is greater; (b) provide dedicated parking stall(s) for charging electric vehicles using the EV Equipment; (c) promote the availability of EV charging at the Premises to personnel of Host and other potential EV charging participants; (d) mount signage in accordance with applicable laws, rules, and regulations; (e) survey EV charging participants and potential EV charging participants who are using or eligible to use the EV Equipment at the Premises annually or as otherwise requested by Company about charging preferences and actual charging patterns and about other transportation electrification related topics and provide all survey results to Company; and (f) upon Company's request, allow Company or its service providers to use Host's Internet service for purposes of transmitting data to Company from the EV Equipment.

**6. Collection and Use of Data.** Host agrees that Company may collect information associated with the EV Equipment and its use pursuant to the Schedule and this Agreement, incentives offered by Company, and survey responses and other information provided by Host to Company. Host agrees that Company may use this information to: (a) deliver, maintain and improve Company's products and services; (b) communicate with Host about products, services, surveys, incentives, rebates and promotions offered by Company; (c) monitor and analyze usage, trends, and activities associated with the EV Equipment and its use for Company's business purposes; and (d) respond to questions, comments, and requests from Host, its personnel, and other individuals and entities. Host agrees that Company may disclose information collected by Company: (i) with vendors, consultants, and other service providers who need access to such information to carry out work or to perform services on Company's behalf; (ii) in response to a request for information if Company believes disclosure is in accordance with or required by any applicable laws, rules,

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regulations or legal process; (iii) if Company believes Host's actions are inconsistent with this Agreement, or to protect the rights, property and safety of Company or others; (iv) in connection with, or during negotiations of, any merger, sale of assets, financing or acquisition of all or a portion of Company's business; and (v) with Host's consent or at Host's direction.

**7. Maintenance.** During the term of this Agreement, Company will be responsible for maintaining the EV Equipment. The costs and expenses associated with any such maintenance of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4.

**8. Equipment Failure; Repair and Restoration.** Should any of the EV Equipment cease to function properly, Host must promptly provide written notice to Company, which notice must describe how the EV Equipment is not functioning properly. Following receipt of such written notice, Company will repair and restore such equipment in accordance with the applicable regulations of the WUTC. The costs and expenses associated with any such repair and restoration of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4. Company will notify Host about the repair and restoration within seven (7) business days after Company's receipt of Host's written notice to Company pursuant to this Section 8.

**9. Limitation of Damages and Liability.** THE OBLIGATIONS EXPRESSLY ASSUMED BY COMPANY IN SECTIONS 7 AND 8 ARE IN LIEU OF ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, DURABILITY, CONDITION, QUALITY OF THE EV EQUIPMENT AND FITNESS FOR A PARTICULAR PURPOSE. HOST SPECIFICALLY WAIVES ALL RIGHT TO MAKE A CLAIM AGAINST COMPANY FOR BREACH OF ANY WARRANTY OF THE EV EQUIPMENT. COMPANY FURTHER DISCLAIMS ALL LIABILITY FOR LOSS, DAMAGE OR INJURY TO HOST, HOST'S PERSONNEL, REPRESENTATIVES, GUESTS OR INVITEES TO OR ON THE PREMISES (INCLUDING INDIVIDUALS WHO RESIDE AT THE PREMISES), THE PREMISES, ANY PERSONAL PROPERTY AT THE PREMISES, OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EV EQUIPMENT. HOST WILL ACCEPT THE EV EQUIPMENT IN AN "AS IS" CONDITION, BASED ON COMPANY'S ASSUMPTION OF THE CONTINUING OBLIGATIONS SPECIFIED IN SECTIONS 7 AND 8. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER COMPANY NOR HOST WILL IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE EV EQUIPMENT OR THIS AGREEMENT.

Nothing in this Section 9 is intended to limit or otherwise affect any of the provisions of Schedule 80 or the rules or regulations of the WUTC applicable to Company.

**10. Billing and Payment.** All amounts payable by Host under the Schedule and this Agreement will be paid by Host as specified in Schedule 80.

**11. Termination; Effect of Termination.** Upon any breach or default by a Party of its obligations under this Agreement that remains uncured after thirty (30) days from such Party's receipt of written notice from the other Party, the Party that is not in breach or default under this Agreement may terminate this Agreement by providing written notice of such termination to the other Party. Following any termination of this Agreement, Company will, at its option and in its sole discretion, either remove the EV Equipment from the Premises or transfer of ownership of the EV Equipment at the Premises to Host.

**12. Expiration; Effect of Expiration.** At least one hundred twenty (120) days prior to the expiration of this Agreement, Company will provide notice to Host of the upcoming expiration of this Agreement and Host's options related to the EV Equipment at the Premises following such expiration, which will include: (a) replacement of the EV Equipment by Company in accordance with any applicable tariff schedules in

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effect at the time of such replacement; (b) removal of the EV Equipment from the Premises by Company; or (c) transfer of ownership of the EV Equipment at the Premises from Company to Host. If Host wishes to elect one of the foregoing three options upon the expiration of this Agreement, Host must notify Company in writing at least sixty (60) days prior to the expiration of this Agreement of the option that Host selects. If Host does not notify Company in writing of the option that Host selects, Company will transfer ownership of the EV Equipment at the Premise to Host, unless otherwise agreed by the Parties in writing.

**13. Access.** Host will provide Company, and Company will have the right of, such access to the EV Equipment as Company may reasonably require, by personnel and for equipment. In addition, Host will provide EV charging participants and potential EV charging participants using or wishing to use the EV Equipment, and such EV charging participants and potential EV charging participants will have the right of, such access to the EV Equipment as such EV charging participants and potential EV charging participants may reasonable require to use the EV Equipment for the purpose of charging electric vehicles for their own personal use. Host may make such access subject to the observance by Company of such reasonable security and safety protocols and procedures of Host that (a) Host has provided to Company in writing prior to access and (b) does not cause Company to incur any unreasonable costs or expenses. Host hereby grants to Company and such EV charging participants and potential EV charging participants all licenses, rights-of-way and easements necessary for the access described in this Section 13. Host must prohibit unrestricted public use of EV Equipment, and must take steps to restrict such use. Host will execute, acknowledge and deliver to Company additional documentation as Company may reasonably request to effectuate, evidence, vest, record or give notice of such licenses, rights-of-way and easements.

**14. Insurance.** During the term of this Agreement, Host will maintain, at its expense, adequate insurance coverage to (a) protect the Premises from and against any and all claims, costs, liabilities, damages and expenses that may result from the performance or nonperformance of the EV Equipment under this Agreement; and (b) protect Company from any and all costs and expenses related to the loss, theft, vandalism, tampering, or other damage to the EV Equipment at the Premises resulting from any failure by Host to secure or protect the EV Equipment or from the negligence or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises). Upon Company's request, Host will provide Company with evidence of such insurance (such as a Certificate of Insurance) and other supporting materials that Company may reasonably request to verify Host's compliance with this Section 14. Host will ensure that the performance of Host's and Company's obligations under this Agreement will not void or adversely affect any insurance policy covering Host or the Premises.

**15. Indemnification.** Company will indemnify and hold harmless Host for any losses Host incurs as a result of damage to Host's property or injury to persons caused by the installation, maintenance or use of the EV Equipment at the Premises during the term of this Agreement; provided, however, that Company's indemnification obligations under this Section 15 will not apply to any losses that result from the negligent acts or omissions or misconduct of Host or any of Host's personnel, representatives, guests or invitees to or on the Premises (including individuals who reside at the Premises) or from the breach of any of Host's obligations under this Agreement and will be reduced on a dollar-for-dollar basis for any insurance or other third-party payment that Host receives to cover any losses for which Company indemnifies Host under this Section 15. Host will indemnify and hold harmless Company for any damages to the EV Equipment at the Premises or any losses Company incurs that result from the negligent acts or omissions or misconduct of Host or any of Host's EV charging participants to or on the Premises or from the breach of any of Host's obligations under this Agreement.

**16. Jurisdiction.** This Agreement will at all times be subject to changes or modifications as the WUTC may from time to time authorize or direct. Company's obligations under this Agreement are subject to Schedule 80 and, upon its issuance, the Schedule, as such schedules may be revised from time to time with the acceptance or approval of the WUTC. In the event of any conflict between the terms of this

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Agreement and the terms of Schedule 80 or the Schedule, the terms of Schedule 80 or the Schedule, as applicable, will govern.

**17. Notices.** All notices under this Agreement must be in writing and will be deemed given upon (a) personal delivery to the addressee; (b) three (3) days after deposit in the United States mail, with postage pre-paid and a certified mail return receipt requested; (c) faxed with electronic confirmation of receipt; (d) one (1) day after delivery to the United States Postal Service Express Mail or similar overnight delivery service; or (e) solely for notices sent by Host to Company, delivered by email with confirmation of receipt by the Party being notified. The notice address for each Party is set forth below and may be changed by a Party by providing the other Party with notice pursuant to this Section 17:

Company: Puget Sound Energy, Inc.  
For deliveries by overnight delivery:  
10885 N.E. Fourth Street  
Bellevue, WA 98004  
For deliveries by mail:  
P.O. Box 97034  
Bellevue, WA 98009  
Fax: [\_\_\_\_\_]   
Attn: [\_\_\_\_\_]   
Email: [\_\_\_\_\_]

Host: [\_\_\_\_\_]   
[\_\_\_\_\_]   
Fax: [\_\_\_\_\_]   
Attn: [\_\_\_\_\_]   
Email: [\_\_\_\_\_]

**18. Assignment.** This Agreement may not be assigned or transferred by Host without the prior written consent of Company, which must be requested by Host at least thirty (30) days in advance of any proposed assignment or transfer. Any purported assignment in violation of this Section 18 will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**19. Survival.** Sections 3, 4, 6, 9, 12, 15, 16, 17, 18, 19 and 20, and all other provisions of this Agreement that may reasonably be expected to survive expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

**20. Miscellaneous.** This Agreement will be governed by the laws of the State of Washington, without reference to its choice of law principles to the contrary. This Agreement may be modified or amended only in a writing signed by both Parties. Section headings used in this Agreement are for convenience of reference only and will not affect the interpretation or construction of any provision of this Agreement. This Agreement, together with all attached exhibits, sets forth the entire agreement, and supersedes any and all prior agreements, between the Parties regarding the subject matter hereof. All remedies of a Party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy will not preclude the exercise of any other remedy. Any failure or delay in the exercise of any right or remedy available to a Party under this Agreement will not be construed as a waiver or relinquishment of such right or remedy.

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IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

**COMPANY:**  
**PUGET SOUND ENERGY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HOST:**  
[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit A to  
Attachment "A" - Non-Residential Service Agreement (Company-Owned)**

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1. Host's Premises: [Address \_\_\_\_\_]
2. EV Equipment List:  
See attached Cost Estimate Proposal form for complete list of installed EV Equipment