

**PUGET SOUND ENERGY  
Electric Tariff G**

**SCHEDULE 551**

(N)

**ELECTRIC VEHICLE NON-RESIDENTIAL CHARGING PRODUCTS AND SERVICES**

1. **AVAILABILITY:** Throughout any territory served by the Company, this optional non-residential Schedule is to make available electric vehicle public charging services to any consumers at the stations owned and managed by the Company and to provide electric vehicle charging products and services to qualifying hosts of EV chargers, at the sole discretion of the Company. The Company will collect and analyze from these Customers their electric usage, electric vehicle charging behavior data, and other information related to transportation electrification. A qualifying charger Host shall be subject to (a) the Host's pre-qualification by the Company and entry by the Host into an agreement, in the form set forth in Attachment A to this Schedule ("Service Agreement"), with the Company in the minimum terms and conditions set forth in Section 3 of this Schedule for a minimum Term of five (5) years; and (b) receipt by the Company from the Host of necessary documentation.
2. **PRODUCTS AND SERVICES:** Electric Service includes charging service and designated electric vehicle chargers and services hosted by Customers at Customer-requested site(s) and Company owned and operated chargers and off-peak charging credits.
3. **PUBLIC CHARGING SERVICE:** Effective from January 1, 2019, to January 1, 2023, the Company, at its sole discretion, will operate and make available to general participants access to the Company's public charging stations ("Stations") for the electric vehicle charging service at the Stations with the following rates:

Level 2 Public Chargers	\$2.50 per hour of charging
DC Fast Chargers	\$7.50 per 30-minutes of charging

- A. The Company may file to adjust the rates, as needed
- B. The Company may, at its option, collect payment at the point of charging service.
- C. Customers do not need to have a Point of Delivery with the Company to receive Public Charging Service therefore certain rules and provisions, rights and responsibilities are not applicable to the Public Charging Service Customers such as Customer Service Guarantee (Schedule 130), Restoration Service Guarantee (Schedule 131), Deposits requirement (Schedule 80) and Budget Payment Plan option (Schedule 80).

(N)

**Issued:** October 26, 2018  
**Advice No.:** 2018-44

**Effective:** December 14, 2018

By: 

**Issued By Puget Sound Energy**

Jon Piliaris

**Title:** Director, Regulatory Affairs

**PUGET SOUND ENERGY  
Electric Tariff G**

**SCHEDULE 551**

(N)

**ELECTRIC VEHICLE NON-RESIDENTIAL CHARGING PRODUCTS AND SERVICES**

(Continued)

- 4. **HOSTED ELECTRIC VEHICLE CHARGERS AND SERVICES:** Effective from January 1, 2019, to January 1, 2023, the Company will design, construct, and furnish an EV Charger at the qualifying Host's workplace site, at the Company's sole discretion, subject to the following terms and conditions.
  - A. Off-peak Charging Service Incentive: The Company may provide an incentive toward the electric usage associated with EV charging sessions that occur during off-peak times.
  - B. The Company may, at its discretion, vary incentive payments or non-monetary incentives available for customers in exchange for charging at certain times. The Company may vary the amount of these incentives to measure customer response and to balance the costs of providing the incentives with the benefits created.
  - C. A Host must survey its EV charging participants and potential participants annually or as otherwise requested by the Company about their charging preference and actual charging pattern and other transportation electrification related topics requested by the Company and share the results and information with the Company, at the Host's expense.
  - D. A Host must provide the Company with necessary access as described in Service Agreement Section 13. All expenses incurred by the Host to provide the access are the responsibility of the Host.
  - E. A Host must provide dedicate parking stall(s) for electric vehicle charging during the entire term of the Service Agreement, at the Host's expense.
  - F. A Host must promote the availability of the EV charger(s) to its employees, at the Host's expense.
  - G. A Host must mount signage and paint parking spots to comply with state and federal requirements, especially RCW 46.08.185, Electric vehicle charging stations—Signage—Penalty, at the Host's expense.
  - H. Unless PSE is collecting payment for electricity from the user of the charger, the Host must pay for the electricity supplied to the EV Charger and Electric Vehicles using the charger. This does not prevent a Host from charging users for the use of the EV Charger.
  - I. A Host may qualify for up to ten (10) chargers at each service address, but may not qualify for more chargers than they have or are likely to have EV-driving employees or residents during the term of this service.

(N)

**Issued:** October 26, 2018  
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Jon Piliaris

**Title:** Director, Regulatory Affairs

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Attachment "A" to Schedule 551, Page 1

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**PUGET SOUND ENERGY****SCHEDULE 551****ELECTRIC VEHICLE NON-RESIDENTIAL CHARGING PRODUCTS AND SERVICES****Attachment "A" – Service Agreement**

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 consumers.

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 five (5) 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 consumers 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 ("WUTC"). This Agreement does not grant or confer to Host any rights of occupancy. Except

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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 for which Host is responsible under Section 7.

**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 consumers' 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: (a) maintain a dedicated clearance space of at least [ ] around the EV Equipment; (b) provide dedicated parking stall(s) for charging EV using the EV Equipment, at Host's expense; (c) promote the availability of EV charging at the Premises to personnel of Host, at Host's expense; (d) mount signage and paint the dedicated parking stall(s) to comply with federal and state requirements, including, without limitation, RCW 46.08.185 (Electric vehicle charging stations—Signage—Penalty), at Host's expense; (e) survey consumers 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, at Host's expense.

**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 law, regulation 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.

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**7. Maintenance.** During the term of this Agreement, Company will be responsible for maintaining the EV Equipment, except for any maintenance required due to any failure or impairment of the efficient operating condition of the EV Equipment caused by the negligence, willful misconduct, or breach of any of Host's obligations under the Schedule, this Agreement or Schedule 80 of Company's Electric Tariff G ("Schedule 80") by Host, Host's personnel, or any of their respective guests or invitees. The costs and expenses (including, without limitation, reasonable attorneys' fees) in connection with the maintenance, repair or replacement of, or value lost by any such failure or impairment will be paid by Host pursuant to Schedule 80.

**8. Equipment Failure; Repair and Restoration.** Should any of the EV Equipment cease to function properly, Company will repair and restore such equipment, subject to Section 4, in accordance with the applicable regulations of the WUTC.

**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 PROPERTY, 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 Customer under the Schedule and this Agreement will be paid by Customer as specified in Schedule 80.

**11. 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. Customer may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days' prior written notice to Company.

**12. Effect of Termination.** Unless otherwise mutually agreed upon by Company and Customer, Company will remove the EV Equipment from the Premises following the expiration or termination of this Agreement, at Company's cost and expense. Company and Customer may mutually agree prior to the expiration or termination of the Agreement to have Company either replace the EV Equipment at the Premises or transfer ownership of the EV Equipment at the Premise to Customer. Any such replacement or transfer of ownership of the EV Equipment at the Premises, and the terms and conditions applicable to such replacement or transfer, must be mutually agreed upon by the Parties in a separate written agreement signed by each Party at least [\_\_\_\_\_ (\_\_) days] prior to the effective date of the expiration or termination of this Agreement.

**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

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provide consumers using the EV Equipment, and such consumers will have the right of, such access to the EV Equipment as such consumers 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 consumers all licenses, rights-of-way and easements necessary for the access described in this Section 13. 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, Customer 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 Customer to secure or protect the EV Equipment or from the negligence or misconduct of Customer, its representatives, guests or invitees to and on the Premises. Upon Company's request, Customer 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 Customer's compliance with this Section 14. Customer will ensure that the performance of Customer's and Company's obligations under this Agreement will not void or adversely affect any insurance policy covering Customer or the Premises.

**15. Indemnification.** Company will indemnify and hold harmless Customer for any losses Customer incurs as a result of damage to Customer'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 willful misconduct of Customer, its representatives, guests or invitees to and on the Premises or breach of this Agreement by Customer and will be reduced on a dollar-for-dollar basis for any insurance or other third-party payment that Customer receives to cover any losses for which Company indemnifies Customer under this Section 15. Customer 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 willful misconduct of Customer, its representatives, guests or invitees to and on the Premises or breach of this Agreement by Customer.

**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 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:

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**PUGET SOUND ENERGY**

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: [\_\_\_\_\_] ]

**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, 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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**PUGET SOUND ENERGY**

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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**PUGET SOUND ENERGY**

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**Exhibit A to  
Service Agreement**

1. Host's Premises: [Address \_\_\_\_\_]
2. EV Equipment List:
  - [ \_\_\_\_\_ ]
  - [ \_\_\_\_\_ ]

**PUGET SOUND ENERGY  
Electric Tariff G**

**SCHEDULE 552**

(N)


**ELECTRIC VEHICLE RESIDENTIAL CHARGING PRODUCTS AND SERVICES**

1. **AVAILABILITY:** Throughout any territory served by the Company, this optional Schedule is to make available electric vehicle charging services and products to all residential Customers, at the sole discretion of the Company. For the purpose of this Schedule only, residential Customers include single-family Residential Customers and Customers owning or managing or residing in a multi-family residential dwelling. The Company will collect and analyze from these residential Customers their electric usage, electric vehicle charging behavior data, and other information related to transportation electrification. A qualifying Customer shall be subject to (a) a pre-qualification by the Company and the entry by the Customer into an agreement, in the form set forth in Attachment A to this Schedule ("Service Agreement"), with the Company in the minimum terms and conditions set forth in Section 3 of this Schedule for a minimum term of five (5) years and (b) receipt by the Company from the Customer of necessary documentation.
  
2. **SERVICES AND PRODUCTS:** Electric Service includes charging service and designated electric vehicle chargers and services hosted by Customers at Customer-requested site(s) and off-peak charging credits.
  
3. **ELECTRIC VEHICLE CHARGERS AND SMART CHARGERS AT SINGLE-FAMILY RESIDENCES:** Effective from January 1, 2019, to January 1, 2023, the Company will install and furnish an EV charger at the qualifying Customer property.
  - A. The Customer will receive surveys annually or as otherwise requested by the Company about their charging preference and actual charging pattern and other transportation electrification related topics.
  - B. The Customer must provide the Company with necessary access and maintenance agreements for equipment installation and maintenance at the Customer's expense.
  - C. The Customer must pay for the electricity supplied to the EV Charger and Electric Vehicles using the charger.
  - D. If the Customer is not the owner of the property, the Customer must obtain permission from the owner for installation of the Charger in a form acceptable to the Company.
  - E. The Customer must agree to participate in services and products to test shifting time of charging.

(N)

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By: 

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Jon Piliaris

**Title:** Director, Regulatory Affairs

**PUGET SOUND ENERGY  
Electric Tariff G**

**SCHEDULE 552**

(N)

**ELECTRIC VEHICLE RESIDENTIAL CHARGING PRODUCTS AND SERVICES**

(Continued)

- 4. **ELECTRIC VEHICLE CHARGERS AND SMART CHARGERS AT MULTI-FAMILY RESIDENCES:** Effective from January 1, 2019, to January 1, 2023, the Company will install and furnish an EV charger or EV chargers at a qualifying Host's site, subject to the following terms and conditions, at the Company's sole discretion.
  - A. The Host must survey its EV charging participants and potential participants annually or as otherwise requested by the Company about their charging preference and actual charging pattern and other transportation electrification related topics requested by the Company and share the results with the Company.
  - B. A Host must provide the Company with necessary access as described in Service Agreement Section 12. All expenses incurred by the Host to provide the access are the responsibility of the Host.
  - C. A Host must provide dedicated parking stall(s) for electric vehicle charging during the entire term of the Service Agreement, at the Host's expense.
  - D. A Host must promote the availability of the EV charger(s) to its residents, at the Host's expense.
  - E. A Host must mount signage and paint parking spots to comply with federal and state requirements, especially RCW 46.08.185, Electric vehicle charging stations—Signage—Penalty, at the Host's expense.
  - F. Unless the Company is collecting payment for electricity from the user of the charger, a Host must pay for the electricity supplied to the EV Charger and Electric Vehicles using the charger. This does not prevent a Host from charging users for the use of the EV Charger.
  
- 5. **OFF-PEAK CHARGING SERVICE INCENTIVE:** Effective from January 1, 2019, to January 1, 2023, the Company may provide an incentive toward the electric usage associated with EV charging sessions that occur during off-peak times.
  - A. The Company may vary the amount of these incentives to measure customer response and to balance the costs of providing the incentives with the benefits created.
  - B. Electric usage charges will be billed under the Customer's Electric Service schedule that the charger is connected to.

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**PUGET SOUND ENERGY**

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**SCHEDULE 552  
ELECTRIC VEHICLE RESIDENTIAL CHARGING PRODUCTS AND SERVICES**

**Attachment "A" – Service Agreement**

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 ("Customer"). Company and Customer 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 Customer pursuant to Schedule 552 of Company's Electric Tariff G (the "Schedule") and this Agreement. All equipment related to such EV charging products and services made available to Customer 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 (i) to Customer or, as applicable, (ii) to Customer and other individuals residing in a multi-family residential dwelling at which such equipment is made available to Customer and installed ("Other Residents").

B. Customer desires to acquire, as part of Company's products and services provided to Customer under the Schedule, certain EV charging products and services from Company, and Company desires to provide to Customer 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 five (5) years, commencing on [\_\_\_\_\_] and ending on [\_\_\_\_\_].

**2. Equipment.** The equipment related to the EV charging products and services made available to Customer 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 Customer'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, Customer and, as applicable, the Other Residents will be entitled to use the EV Equipment solely for purposes of charging Electric Vehicles for their own personal use.

**3. Ownership; Taxes; Limited Scope.** Customer represents that Customer 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 Customer holds a valid leasehold interest, Customer will obtain the consent of the owner of the Premises prior to executing this Agreement and will provide Company with evidence of the same. Customer 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 and Company

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will be responsible for payment of any personal property or other taxes on the EV Equipment. This Agreement does not grant or confer to Customer any rights of occupancy. Except as specifically set forth herein, no rights or entitlements will be granted to Customer under this Agreement. Customer 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. Customer 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, Customer 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 Customer, Company is responsible for providing, installing, maintaining, replacing and upgrading the EV Equipment during the term of this Agreement. Customer 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. If Customer is responsible for paying any costs or expenses related to any failure or impairment of the efficient operating condition of the EV Equipment under Section 7, Customer will pay to Company all such costs and expenses pursuant to Schedule 80.

**5. Customer Responsibilities.** Customer will use the EV Equipment only for its ordinary intended purposes and only for Customer's and, as applicable, Other Residents' own personal use, in accordance with applicable laws, rules and regulations. Customer 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 Customer under this Agreement, Customer will, during the term of this Agreement: (a) if Customer owns or resides in a single-family residential dwelling, (i) maintain a dedicated clearance space of at least [\_\_\_\_\_] around the EV Equipment, (ii) participate in services and products offered by Company to test shifting time of EV charging, (iii) complete surveys related to the EV Equipment and the use thereof 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 (iv) upon Company's request, allow Company or its service providers to use Customer's Internet service for purposes of transmitting data to Company from the EV Equipment, at Customer's expense; and (b) If Customer owns, manages or resides in a multi-family residential dwelling at the Premises, (v) maintain a dedicated clearance space of at least [\_\_\_\_\_] around the EV Equipment, (vi) provide dedicated parking stall(s) for charging EV using the EV Equipment, at Customer's expense, (vii) promote the availability of EV charging at the Premises to the Other Residents, at Customer's expense, (viii) mount signage and paint the dedicated parking stall(s) to comply with federal and state requirements, including, without limitation, RCW 46.08.185 (Electric vehicle charging stations—Signage—Penalty), at Customer's expense, (ix) survey the Other Residents at the Premises who are using or are 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 with Company, and (x) upon Company's request, allow Company or its service providers to use Customer's Internet service for purposes of transmitting data to Company from the EV Equipment, at Customer's expense.

**6. Collection and Use of Data.** Customer 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 Customer to Company. Customer agrees that Company may use this information to: (a) deliver, maintain and improve Company's products and services; (b) communicate with Customer 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,

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and requests from Customer and other individuals or entities. Customer 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 law, regulation or legal process; (iii) if Company believes Customer'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 Customer's consent or at Customer's direction.

**7. Maintenance.** During the term of this Agreement, Company will be responsible for maintaining the EV Equipment, except for any maintenance required due to any failure or impairment of the efficient operating condition of the EV Equipment caused by the negligence, willful misconduct, or breach of any of Customer's obligations under the Schedule, this Agreement or Schedule 80 of Company's Electric Tariff G ("Schedule 80") by Customer, any Other Residents, or any of their respective guests or invitees. The costs and expenses in connection with the maintenance, repair or replacement of, or value lost by any such failure or impairment will be paid by Customer pursuant to Schedule 80.

**8. Equipment Failure; Repair and Restoration.** Should any of the EV Equipment cease to function properly, Company will repair and restore such equipment, subject to Section 4, in accordance with the applicable regulations of the Washington Utilities and Transportation Commission ("WUTC").

**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. CUSTOMER 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 CUSTOMER, CUSTOMER'S PROPERTY, THE PREMISES OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EV EQUIPMENT. CUSTOMER 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 CUSTOMER 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. 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. Customer may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days' prior written notice to Company.

**11. Effect of Termination.** Unless otherwise mutually agreed upon by Company and Customer, Company will remove the EV Equipment from the Premises following the expiration or termination of this Agreement, at Company's cost and expense. Company and Customer may mutually agree prior to the expiration or termination of the Agreement to have Company either replace the EV Equipment at the Premises or transfer ownership of the EV Equipment at the Premise to Customer. Any such replacement or transfer of ownership of the EV Equipment at the Premises, and the terms and conditions applicable to

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such replacement or transfer, must be mutually agreed upon by the Parties in a separate written agreement signed by each Party at least [\_\_\_\_\_ (\_\_) days] prior to the effective date of the expiration or termination of this Agreement.

**12. Access.** Customer 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. Customer may make such access subject to the observance by Company of such reasonable security and safety protocols and procedures of Customer that (a) Customer has provided to Company in writing prior to access and (b) does not cause Company to incur any unreasonable costs or expenses. Customer hereby grants to Company all licenses, rights-of-way and easements necessary for the access described in this Section 12. As reasonably requested by Company, Customer will execute, acknowledge and deliver to Company additional documentation to evidence, effectuate, or give notice of such licenses, rights-of-way and easements.

**13. Insurance.** During the term of this Agreement, Customer 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 Customer to secure or protect the EV Equipment or from the negligence or misconduct of Customer, its representatives, guests or invitees to and on the Premises. Upon Company's request, Customer 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 Customer's compliance with this Section 13. Customer will ensure that the performance of Customer's and Company's obligations under this Agreement will not void or adversely affect any insurance policy covering Customer or the Premises.

**14. Indemnification.** Company will indemnify and hold harmless Customer for any losses Customer incurs as a result of damage to Customer'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 14 will not apply to any losses that result from the negligent acts or omissions or willful misconduct of Customer, its representatives, guests or invitees to and on the Premises or breach of this Agreement by Customer and will be reduced on a dollar-for-dollar basis for any insurance or other third-party payment that Customer receives to cover any losses for which Company indemnifies Customer under this Section 14. Customer 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 willful misconduct of Customer, its representatives, guests or invitees to and on the Premises or breach of this Agreement by Customer.

**15. Jurisdiction.** This Agreement will at all times be subject to changes or modifications as the WUTC may from time to time authorize or direct. In the event of any conflict between the terms of this Agreement and the terms of Schedule 80 or the Schedule, the terms of Schedule 80 or the Schedule, as applicable, will govern.

**16. 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 Customer 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 16:

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**PUGET SOUND ENERGY**

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: [ \_\_\_\_\_ ]

Customer: [ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]  
Fax: [ \_\_\_\_\_ ]  
Attn: [ \_\_\_\_\_ ]

**17. Assignment.** This Agreement may not be assigned or transferred by Customer without the prior written consent of Company, which must be requested by Customer at least thirty (30) days in advance of any proposed assignment or transfer. Any purported assignment in violation of this Section 17 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.

**18. Survival.** Sections 3, 4, 6, 9, 11, 14, 16, 18 and 19, 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.

**19. 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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**PUGET SOUND ENERGY**

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:

**CUSTOMER:**

[ \_\_\_\_\_ ]

By:

Name:

Title:

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**PUGET SOUND ENERGY**

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**Exhibit A to  
Service Agreement**

1. Customer's Premises: [Address\_\_\_\_\_]
2. EV Equipment List:
  - [\_\_\_\_\_]
  - [\_\_\_\_\_]

