

Issued: April 20, 2023

Effective: June 1, 2023

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Attachment "B" to Schedule 551, Page 1

**PUGET SOUND ENERGY****SCHEDULE 551****ELECTRIC VEHICLE NON-RESIDENTIAL CHARGING PRODUCTS AND SERVICES****Attachment "B" – Non-Residential Service Agreement (Host-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 under Company's Electric Tariff G, certain electric vehicle ("EV") charging products and services to Host 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 and installed by Host pursuant to the Schedule and this Agreement will be, owned and operated by Host for purposes of delivering electric energy for the charging of electric vehicles by Host and its EV charging resident participants.

B. Host desires to participate, and Company desires for Host to participate, in certain EV charging allowances or incentives made available by Company as part of Company's products and services provided under the Schedule (each, an "Incentive"), subject to the terms and conditions of this Agreement.

C. This Agreement forms part of the Schedule.

The Parties therefore agree as follows:

**1. Eligibility; Participation.** As a condition to participating in an Incentive, Host must, during the term of this Agreement, satisfy all eligibility and participation requirements set forth in the Schedule that are applicable to such Incentive and remain in compliance with the Schedule and this Agreement. Host acknowledges that, if Host satisfies the foregoing conditions, Company may allow Host to participate in the applicable Incentive, under which Host may receive certain benefits as further described in the Schedule.

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

**3. Charges.**

(a) If Host satisfies the applicable eligibility and participation requirements for an Incentive in accordance with Section 1 and Company allows Host to participate in such Incentive, Host will receive certain benefits associated with participation in such Incentive as further described in the Schedule.

(b) If Host is not an Equity-Focused Customer (as defined in Schedule 583 of Company's Electric Tariff G) and any such benefits involve Company providing any monetary amounts to Host for: (i) any equipment related to EV charging products or services (collectively and as applicable, "EV Equipment") that Host installs or intends to install at Host's property located at the address specified in Exhibit A to this Agreement, which exhibit is incorporated into this Agreement by this reference ("Premises") or (ii) any other equipment or items specified in the Schedule, Company will pay the applicable amounts to Host after Company's verification of: (y) proper installation and commissioning of the EV Equipment by Host, if applicable; and (z) Host's

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satisfaction of its obligations applicable to receipt of such amounts under the Schedule and this Agreement.

- (c) If Host an Equity-Focused Customer and any such benefits involve Company providing any monetary amounts to Host for: (i) any EV Equipment that Host installs or intends to install at the Premises or (ii) any other equipment or items specified in the Schedule, Company will pay the applicable amounts to Host after Company verifies that Host satisfies the applicable eligibility and participation requirements for the Incentive and Company allows Host to participate in the Incentive. If such Host that is an Equity-Focused Customer is unable to properly install and commission the EV Equipment or does not use the applicable amounts paid by Company to Host under the Schedule and this Agreement for their intended purpose, Host will refund to Company all amounts paid by Company to Host under the Schedule and this Agreement in connection with such Incentive.
- (d) All EV Equipment that Host installs, maintains, and uses, or intends to install, maintain, and use, in connection with the Schedule and all other equipment and items for which Company pays to Host any monetary amounts under the Schedule and this Agreement must be approved in advance by Company. As between Company and Host, and except as otherwise expressly set forth in the Schedule, Host is responsible, during the term of this Agreement, for providing, installing, and maintaining the EV Equipment and all other equipment and items for which Company pays to Host any monetary amounts under the Schedule and 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 will pay to Company all costs and expenses (including reasonable attorneys' fees) in connection with the breach of any of Host's obligations under the Schedule, this Agreement, or Schedule 80 of Company's Electric Tariff G ("Schedule 80").

**4. 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 information provided by Host or collected by Company 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, or regulations or by 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.

**5. Limitation of Damages and Liability.** EXCEPT FOR ANY APPLICABLE EXPRESS REPRESENTATIONS OR WARRANTIES SET FORTH IN THE SCHEDULE OR SCHEDULE 80, COMPANY DOES NOT PROVIDE ANY OTHER WARRANTIES IN CONNECTION WITH THIS AGREEMENT, AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR RELATING TO ANY SUITABILITY, DURABILITY, CONDITION, OR QUALITY OF THE EV EQUIPMENT. HOST SPECIFICALLY WAIVES ALL RIGHT TO MAKE A CLAIM AGAINST COMPANY FOR BREACH OF ANY

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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. EXCEPT AS OTHERWISE PROVIDED IN THE SCHEDULE, SCHEDULE 80, OR THIS AGREEMENT, NEITHER COMPANY NOR HOST WILL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE EV EQUIPMENT OR THIS AGREEMENT.

Nothing in this Section 5 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.

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

**7. Termination; Refund.** Upon any breach or default by a Party of its obligations under this Agreement that remains uncured thirty (30) days after 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. If Host is in breach or default of any of its obligations under the Schedule or this Agreement, and such breach or default remains uncured thirty (30) days after Host's receipt of written notice from Company, Host will refund to Company a pro-rata portion of the amounts paid by Company to Host under the Schedule and this Agreement in connection with such Incentive at Company's request.

**8. Indemnification.** Host will indemnify and hold harmless Company for any losses Company incurs 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.

**9. 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.

**10. 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 10:

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

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**PUGET SOUND ENERGY**

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

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

11. 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 11 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.

12. Survival. Sections 3(d), 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, 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.

13. 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. 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**

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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:

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Name:

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Title:

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**HOST:**

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

By:

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Name:

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Title:

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**PUGET SOUND ENERGY**

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**Exhibit A to  
Attachment "B" – Non-Residential Service Agreement (Host-Owned)**

1. Host's Premises: [Address \_\_\_\_\_]