



**Plug-In Partners
Electric Vehicle Charging Equipment
Rebate and Program Participation Agreement**

This Agreement, related to the installation of charging equipment for an approved plug-in electric vehicle, is entered into between The City of Austin, doing business as Austin Energy, (“**Austin Energy**”) and its below-named residential customer (“**Participant**”), as of the date of signature below (“**Effective Date**”).

1. Austin Energy shall provide to Participant a rebate (“**Rebate**”) toward the approved and verified costs of the purchase and installation of an approved Level 2 (220/240 volt) electric vehicle charger and associated hardware and equipment (“**Charging Station**”) at Participant’s residential property. The maximum available Rebate is \$1,500.
2. By accepting the Rebate, Participant agrees that:
 - A. Austin Energy may, in its sole discretion, replace Participant’s Charging Station with an Austin Energy-owned Level 2 charging station and associated hardware and equipment (“**AE Charging Station**”).
 - B. Austin Energy may install at Participant’s property and operate data monitoring or charge management devices which gather information regarding equipment usage, perform load control functions to cycle charging equipment off as needed, and/or draw electricity from vehicle battery power into the Austin Energy electricity distribution system.
 - C. Participant shall provide Austin Energy access to electric vehicle charging and related equipment for maintenance, service, or replacement during normal business hours not later than 10 business days after Austin Energy’s request for access to equipment.
3. Participant shall notify Austin Energy prior to participating in any other electric vehicle or home energy management pilot or research program. If, prior to execution of this Agreement, Participant enrolled in any program which prevents removal of Participant’s Charging Station for a certain period of time, Participant shall list those programs and the end dates of those programs on **Exhibit A**, attached hereto.
4. This Agreement shall be effective from the Effective Date and will continue for a term of three (3) years (“**Term**”) beyond the end date of Participant’s participation in another program listed on Exhibit A. If Participant is not enrolled in any other

program(s), the Term shall be three (3) years from the Effective Date. At the end of the Term, the parties may enter into a new agreement for participation in the Plug-in Partners or equivalent program, or, if Participant chooses not to renew participation in the program, Participant shall return to Austin Energy any AE Charging Station.

5. If Participant terminates this Agreement prior to end of the Term, Austin Energy shall be entitled to the return of any AE Charging Station installed. In addition, if Participant terminates this Agreement prior to end of the Term, for any reason other than relocating outside Austin Energy's service territory, Austin Energy shall be entitled to liquidated damages in the amount of the full Rebate paid to Participant. If Austin Energy terminates this Agreement prior to the end of the Term, Participant shall be entitled to keep the full Rebate amount and Participant shall allow Austin Energy to retrieve any AE Charging Station from Participant's address.
6. Unauthorized removal of any AE Charging Station prior to the end of the Term shall be a material breach for which Participant is required to pay to Austin Energy liquidated damages in the amount of the full Rebate and the value of any AE Charging Station not returned to Austin Energy in complete, working condition.
7. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to business interruption, loss of profits, or expenses incurred arising out of the performance of load control functions, or the malfunction, use, or inability to use an AE Charging Station.
8. Participant hereby assigns to Austin Energy any current or potential future renewable energy credits, allowances, or other indicators of environmental benefit associated with the operation of electric vehicle charging equipment and associated hardware during the Term of this Agreement.

Rebate availability is subject to available funds. Rebate program may be canceled at any time with no notice. Austin Energy's acceptance and execution of this Agreement shall be effected by issuance of Rebate check. Enrollment in Plug-In Partners is not complete until Austin Energy verifies all documentation and issues the Rebate check based on the final contractor invoices/receipts.

Participant's Signature

Date (MM/DD/YYYY)

Printed Name

Address

EXHIBIT A
Participant's Other Home Charging Station Programs

The following is a list of all programs related to Electric Vehicle home charging equipment in which Participant is enrolled which prevent removal of charging equipment for a specified period of time.

Program: _____

Description: _____

Program End Date: _____

Program: _____

Description: _____

Program End Date: _____

Program: _____

Description: _____

Program End Date: _____
