Rhode Island Discount Pilot for Direct Current Fast Charging Station Account

nationalgrid

Application Form

DCFC BILLII	NG ACCOUNT INF	ORMATION			
EXISTING DCFC CHARGING STATION SITE ACCOUNT NAME		RHODE ISLAND ACCOUNT NUMBER			
		ANODE ISLAND ACCOUNT NUMBER			
		SERVICE ADDRESS		SERVICE CITY	SERVICE CITY
PROPOSED DOFO CHA	ARGING STATION SITE				
ESTIMATED SITE ACTIV	ATION DATE://	ESTIMA	ATED NATIONAL GRID SERV	/ICE ACTIVATION DATE:/	/
NATIONAL GRID WORK	ORDER NUMBER (if known):				
RHODE ISLAND ACCO	UNT NUMBER				
SERVICE RATE CLASS ((if known):GENE	RAL C&I RATE G-02LARGE	E DEMAND RATE G-32		
PLEASE PROVIDE A S	ITE PLAN AND STATION CONFIG	URATION FOR THE PROPOSED SITE.			
CONTACT IN	NFORMATION				
CONTACT NAME					
CONTACT EMAIL				PHONE NUMBER	
DOEC CHAR	GING STATION IN	FORMATION			
DCFC CHAR					
	Number of Similarly Sized Stations	Ports Per Station	Total Ports	Max Output Power Per Station (KW)	Total KW
Example:	4	(Note: CHAdeMO &CCS station=1)	4	50	200
Example:	2	,	2	350	700
1					
2					
3					
4					
Total					
	CERTIFICATION the information provide	ed above is true.		//_	
Signature		Name		Date	
COMPLETED	BY NATIONAL GI	RID			
Rate Year: E		stimated Monthly Rebate Amount:		_ kW X \$ /kW = \$	
Reviewed and A	Approved by:				
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	11 7-				
Cianatura		Nama			
Signature		Name		Date	

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Application Form (continued)

Terms and Conditions:

The Site Host agrees to participate in the Rhode Island Discount Pilot for Direct Current Fast Charging Station offered by The Narragansett Electric Company d/b/a National Grid (together "National Grid") pursuant to these terms and conditions ("Terms and Conditions"), set forth herein.

- "Affiliate" means any Person controlling, controlled by, or under common control with, any other Person; "control" shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

 "Agreement" mean the Application, these Terms and Conditions and any exhibits and attachments which are incorporated and made a part of this Agreement.
- "Application" means the Rhode Island Discount Pilot for Direct Current Fast Charging Station Account Application, including any attachments exhibits, and these Terms and
- "Approved DCFC Discount Amount" means the National Grid approved discount amount, represented as Dollars per Billed Demand (\$/Billed Demand).
- "Billed Demand" means the value from the Site Host's electric bill identified as the "Billed Demand".
- "Direct Current Fast Charging ("DCFC") Equipment" means the Direct Current Fast Charging Electric Vehicle Supply Equipment (also referred to as "DCFC Charging Station
- "Site Host Electric Billing Period Close Date" means the last day of the Site Host's electric bill's billing period
- "Equipment Activation Date" means the date upon which the Site Host activates the Equipment installed on the Site as indicated in notice from Site Host to National Grid.
- "National Grid" means The Narragansett Electric Company d/b/a National Grid.
- "Person" means includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.
- "Pilot" means the Rhode Island Discount Pilot for Direct Current Fast Charging Station.
- "Pilot Materials" means the documents and information provided by National Grid, and other Pilot requirements, which may include, without limitation, Pilot guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Pilot.
- "Site Host" means the customer maintaining an account for service with National Grid who satisfies the Site Host eligibility requirements below.
- "Site" means the property owned or occupied by the Site Host where the DCFC Equipment will be installed.
- "Term" has the meaning set forth in Section 2 below.
- 2. Term. The term of this Agreement will continue for three (3) years from either the Application Approval Date for existing and active DCFC Equipment or the Equipment Activation Date for proposed DCFC Equipment ("Term").
- 3. Site Host Eligibility Requirements and Representations and Warranties.
 - a. The Site Host (i) is non-residential National Grid electric customer; (ii) agrees to participate in the Pilot for the Term; and (iii) represents and warrants that the information it submitted on its Application for the Pilot participation is true, complete and accurate.
 - b. The Site agrees that Site Host has existing and active DCFC Equipment or can produce documentation evidencing future installation of DCFC Equipment that (i) DCFC Equipment meets Pilot requirements, (ii) is/will be visible and accessible for use by the public; has signage that is or will be displayed for public to see and use the DCFC Equipment; and (iv) Site Host will maintain parking area around the DCFC Equipment for accessibility by public.
 - c. The Site Host grants to National Grid the right to use and reference for promotional and regulatory purposes the Site Host's participation in the Pilot.
- 4. Installation Schedule Requirements. If the Site Host does not complete installation of the DCFC Equipment prior to the completion date specified in National Grid's approval letter, National Grid may terminate any obligation to make Payment of Discount.
- 5. Payment of Discount. National Grid will apply a credit to Site Host's electric bill within 60 days of Site Host's Electric Billing Period Close Date. The amount of the credit will equal the Approved DCFC Discount Amount multiplied by the Site Host's electric bill Billed Demand. National Grid will notify Site Host of any changes to Approved DCFC Discount Amount.
- 6. Pilot Participation, Modification and Termination. Once the Site Host submits the required Application and related documentation submitted by the Site Host to National Grid, the Site Host shall be informed in writing by National Grid regarding eligibility and participation in the Pilot. National Grid retains the right, in its sole discretion, to limit participation by any Site Host, and to deny participation or terminate, at any time after admission, participation by any Site Host. National Grid may, in its sole discretion, at any time, terminate this Agreement or modify the Pilot.
- 7. Name and Logo Use. Except to the extent specifically agreed in writing, the Site Host shall not use National Grid's name or logo without the express written authorization from National Grid. Any authorized use of National Grid's logo must be reviewed and approved by National Grid and such use must strictly adhere to such National Grid's specific logo use requirements.
- 8. Indemnification. The Site Host shall indemnify, defend and hold harmless National Grid, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) (collectively, "Loss") brought by or for third parties to the extent arising out of, resulting from, or related to the Site Hosts participation in Pilot or acts or omission under this Agreement except to the extent such Loss caused by the negligence or willful misconduct of National Grid. The provisions of this Section shall survive the termination or expiration of the Agreement.
- 9. Disclaimer of Warranties. National Grid makes no other representations, warranties or guarantees in connection with the Agreement including the warranty of merchantability or fitness for a particular purpose The provisions of this Section shall survive the termination or expiration of the Agreement.
- 10. Limitation of Liability. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature. The provisions of this Section shall survive the termination or expiration of the Agreement.
- 11. Notice. All notices, requests, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered personally or mailed by registered or certified mail (i) if to National Grid at 280 Melrose Street Providence Rhode Island 02907, Attention: RI DCFC Discount Pilot Program Manager and (ii) if to the Site Host, at the address of the Site as set forth in the Application.
- 12. Governing Law. The Agreement shall be interpreted and enforced according to the laws of the State of Rhode Island without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of State of Rhode Island. The Site Host hereby submits to the courts of State of Rhode Island for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.
- 13. Assignment. Site Host may not assign or delegate any of its rights or obligations hereunder.
- 14. Amendment. There shall be no amendment to the Terms and Conditions or any Pilot guidelines unless such is made by National Grid.
- 15. General Provisions. This Agreement does not grant any rights to any third parties. In the event of any conflict or inconsistency between the Agreement and any other Pilot Materials, the Agreement shall be controlling.