

Electric Vehicle (EV) Charging Station Electrical Infrastructure Prescriptive Application

Directions

Please complete this application including Exhibit A and submit to **EVNationalGrid@nationalgrid.com**.

National Grid will review your proposal and determine whether the project qualifies for funding. Please see participant eligibility on page 2.

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

CUSTOMER/ACCOUNT HOLDER INFORMATION

Company Name (as shown on bill)		Contact Person	Application Date	
Name and Address of Install Site		National Grid Electric Account Number		
Phone	Cell Phone	Email Address		
Street Address	City	State	Zip	
Mailing Address (If Different)	City	State	Zip	

Building Type (please place "X" in appropriate ballot box)

- | | | | | |
|--|--|---|--|---------------------------------------|
| <input type="checkbox"/> Assembly | <input type="checkbox"/> Fast Food | <input type="checkbox"/> Hotel | <input type="checkbox"/> Multi Story Retail | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Automotive | <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Large Refrigerated Space | <input type="checkbox"/> Multifamily High-rise | <input type="checkbox"/> K-12 School |
| <input type="checkbox"/> Big Box | <input type="checkbox"/> Grocery | <input type="checkbox"/> Large office | <input type="checkbox"/> Multifamily Low-rise | <input type="checkbox"/> University |
| <input type="checkbox"/> Community College | <input type="checkbox"/> Heavy Industrial | <input type="checkbox"/> Light Industrial | <input type="checkbox"/> Small Retail | <input type="checkbox"/> Warehouse |
| <input type="checkbox"/> Dormitory | <input type="checkbox"/> Hospital | <input type="checkbox"/> Motel | <input type="checkbox"/> Small Office | <input type="checkbox"/> Other: _____ |

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

Payment to <input type="checkbox"/> Customer <input type="checkbox"/> Vendor/Installer	Customer – Tax ID# (Required)	Vendor/Installer – Tax ID# (Required if receiving incentive)
Check Payable to	Customer Company Type <input type="checkbox"/> Inc. <input type="checkbox"/> Not Incorp. <input type="checkbox"/> Exempt	Vendor Company Type <input type="checkbox"/> Inc. <input type="checkbox"/> Not Incorp. <input type="checkbox"/> Exempt

VENDOR INFORMATION

Vendor/Installer	Contact Person
Street Address	City State Zip
Phone	Email Address
Date	Vendor/Installer Authorized Signature (not applicable if customer is payee.) X

CUSTOMER ACCEPTANCE OF PRE-INSTALLATION TERMS

Pre-Installation	<input type="checkbox"/> I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the terms and conditions on the back of this form.	Expected Completion Date
Print Name	Authorized Signature X	Date

CUSTOMER ACCEPTANCE OF POST-INSTALLATION TERMS

Activation Date of Electric Vehicle Supply Equipment (EVSE)	<input type="checkbox"/> I certify that I have seen the EV charging stations that have been installed and I am satisfied with the installation and agree to maintain the station for a minimum of 5 years from activation date.
Print Name	Authorized Signature X Date

Participant Eligibility and Application Instructions

1. Is your project eligible?

EV Supply Equipment (“EVSE” or “EV charging station”) must be new and installed in a commercial, industrial, institutional, educational, or municipal building in National Grid’s Massachusetts electric service territory.

2. Is the EV charging station you intend to buy eligible?

It must be listed on National Grid’s current eligible EVSE list and be a Level 2, dual-port charging station. **A dual-port station is defined as one dual-port EVSE, or two single-port EVSEs configured as one charging station.** Please see www.ngrid.com/ma-evcharging. If you are applying for a direct current fast charge (“DCFC”) EV charging stations please use the standard EV Charging Station Electrical Infrastructure Application.

3. Is this application for five, or fewer, EV charging stations per electrical account?

This prescriptive application may only be used for five or fewer Level 2, dual-port EV charging stations (see #2 above). For more than 5 EV charging stations then please use the standard EV Charging Station Electrical Infrastructure Application.

4. Is this EVSE being installed as part of a new construction project (for example, a new or renovated building)?

If yes then you may not use this form. Please use the standard EV Charging Station Electrical Infrastructure Application.

5. Will you be receiving funds from MASSEVIP?

Equipment and installation incentives received from other sources, such as MASSEVIP, will be deducted from the National Grid rebate.

6. What if there are changes to the project after National Grid pre-approves it and sends the commitment letter?

Please do not proceed without first contacting National Grid to receive confirmation that the revised project is eligible for incentives and the amount of the incentive.

7. Pre-Approval requirements and application checklist:

- ☐ Contact National Grid before purchasing and installing the EV charging stations.
 - ☐ Review the program’s Terms and Conditions and then submit a completed application form with an authorized signature in the Custom Acceptance of Pre-Installation Terms (page 1).
 - ☐ Provide the EV charging station manufacturer and model number for the eligible EV charging stations to be installed.
- Station Use:
- ☐ To be eligible for incentives for publicly accessible EV charging stations, you must review and sign the “Public Access Charging Requirements Document.”
 - ☐ To be eligible for incentives in an Environmental Justice (“EJ”) Community the “Install Site” address must be located in an EJ area meeting two or more EJ criteria. See: http://maps.massgis.state.ma.us/map_ol/ej.php

Once pre-approved, a “commitment letter” including the approved incentive amounts will be issued.

8. Installation and incentive payment requirements:

(Please visit www.ngrid.com/ma-evcharging for the most current requirements and updates)

Once your application is pre-approved and you receive National Grid’s commitment letter then purchase and install the qualifying equipment within six (6) months of National Grid’s pre-approval.

Please return the following required information to EVNationalGrid@nationalgrid.com within 30 days of the installation:

- ☐ A copy of the completed and signed pre-approval application including identifying changes (e.g. change in type or number of stations installed), if any, and customer’s Post-Installation signature.
- ☐ A copy of your invoice indicating Proof of Purchase must indicate manufacturer and model number of the equipment and date of purchase. Additional costs such as maintenance and networking fees must be broken out as separate line items and are not funded by National Grid.
- ☐ A copy of the electrician’s electrical installation invoice with date of installation.
- ☐ A copy of the site plan (e.g. google map) identifying where the EV charging station equipment will be located at your facility and where the power to the EV charging stations will be installed.
- ☐ Proof of EV charging station activation:
 - ☐ Date of activation (in Terms section)
 - ☐ EV charging station ID number (e.g. Serial number, MAC address, etc)
 - ☐ Picture(s) of EV charging station showing, including the charging ports and parking spots, showing it is active
 - ☐ A report documenting at least one successful charging session from each of the EV charging stations
 - ☐ A copy of the city/town permit for the customer-side electrical work

9. Additional Responsibilities of Site Host

The Site Host is responsible for the EVSE purchase, installation, activation, and energy costs. They will also be responsible for any ongoing maintenance, station network, and service fees for a minimum of 5 years. The Site Host will share station usage data with National Grid.

Please note:

Prescriptive rebates will be limited to whichever is less to National Grid: the approved rebate or the actual invoices for eligible costs

Program details:

Details including rebate levels are subject to change without prior notice. Contact your EV Program Manager for the latest program details.

Exhibit A: Electric Vehicle Supply Equipment (EVSE) Site Worksheet**LEVEL 2 DUAL-PORT EV CHARGING STATIONS ONLY** (Please see page 2, #2 for definition of dual-port)

Use	Manufacturer	Model	Number of Stations	Number of Ports (A)	Rebate per Port (B)	Total (AxB)
Workplace					\$1,700	
Multi-Unit Dwelling (e.g. Apartment, Condo)					\$2,550	
Publicly Accessible					\$2,550	
Environmental Justice Community					\$3,400	
Total						

LEVEL 2 INSTALLATION COST ONLY

Electrical Infrastructure	Number of Ports (A)	Rebate per Port (B)	Total Calculated Rebate (AxB)	For National Grid Use Only (Invoice Cost)	For National Grid Use Only (Authorized Amount)
Electric Panel to EVSE (no new service)		\$5,000			
Electric Panel to EVSE (if it requires a new service) Note: minimum requirement of 2 stations		\$6,000			

AVAILABILITY OF REBATES AND/OR INCENTIVES

The Site Host shall disclose if it has received, and provide National Grid with documentation of, other rebates and/or incentives received from other entities for the EVSE and Site Host's Electric Distribution Upgrades.

Equipment	Other Rebate/Incentive Available?	If "YES" then Source of Funds	Rebate/Incentive Amount
Level 2	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	\$ _____
Site Host Electric Distribution Upgrades	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	\$ _____

☐ I certify the above information is accurate.

Customer Name (please print)	Customer Signature X	Date
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EVSE SITE FIELD DRAWING

Site field drawing must include, at a minimum:

- Overhead satellite image of site
- Location of electrical panel serving the EVSE
- Proposed location of EVSE
- Proposed location of electrical infrastructure to EVSE, including distance
- Notes and other information to assist with evaluating this proposal

ELECTRIC VEHICLE CHARGING STATION ELECTRICAL INFRASTRUCTURE PROGRAM SITE HOST TERMS AND CONDITIONS

The Site Host agrees to participate in the Electric Vehicle Market Development Program offered by Massachusetts Electric Company d/b/a National Grid ("National Grid") pursuant to these terms and conditions ("Terms and Conditions"), set forth herein.

1. **Definitions.**

- 1.1 "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.
- 1.2 "Agreement" means the Application, these Terms and Conditions and any exhibits and attachments which are incorporated and made a part of this Agreement.
- 1.3 "Application" means the Electric Vehicle (EV) Charging Station Electrical Infrastructure Application, including any attachments, exhibits, and these Terms and Conditions.
- 1.4 "Electric Distribution System Upgrades" means (i) National Grid Electric Distribution System Upgrades which includes, but is not limited to, transformer upgrade, service wire size increases; and (ii) Site Host's Electric Distribution System Upgrades which includes, but is not limited to, installation of wire and conduit from the Site Host's electrical panel to the EV charging station stub.
- 1.5 "Electric Distribution System Upgrade Financial Incentive" means National Grid's financial contributions toward the Site Host's Electric Distribution System Upgrades as defined above.
- 1.6 "EVSE" or "EV Charging Station" means the Electric Vehicle Supply Equipment appearing on the National Grid EVSE Qualified Equipment List.
- 1.7 "Equipment" means the EVSE and Site Host's Electric Distribution System Upgrades.
- 1.8 "Equipment Activation Date" means the date upon which the Site Host activates the Equipment installed on the Site as indicated in the section of the Application entitled "Term".
- 1.9 "EVSE Rebate" means the rebate offered to Site Host by National Grid for the EVSE.
- 1.10 "EVSE Supplier" means vendors with EVSE on the National Grid EVSE Qualified Equipment List.
- 1.11 "EVSE Utilization Data" means charging station utilization information provided by the Site Host to National Grid which includes, but is not limited to, station kWh usage, time of day usage, and numbers of unique drivers.
- 1.12 "Initial Term" has the meaning set forth in Section 2 below.
- 1.13 "National Grid" means the "Massachusetts Electric Company" d/b/a National Grid
- 1.14 "Person" means 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.
- 1.15 "Program" means the National Grid Electric Vehicle Market Development Program.
- 1.16 "Program Materials" means the documents and information provided by National Grid, and other Program requirements, which may include, without limitation, Program guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Program.
- 1.17 "Renewal Term" has the meaning set forth in Section 2 below.
- 1.18 "Site Host" means the nonresidential customer maintaining an electric account for service with National Grid who satisfies the Site Host eligibility requirements below.
- 1.19 "Site" means the property owned or occupied by the Site Host where the Equipment will be installed.
- 1.20 "Term" means the Initial Term and any Renewal Terms as set forth in Section 2 below.

2. **Term.**

- 2.1 Initial Term. The initial term of this Agreement will commence on the EVSE Activation Date and continue for five (5) years ("Initial Term"). The Site Host shall provide written notice of the EVSE Activation Date to National Grid and such date shall be written into the Application and signed off by the Site Host.
- 2.2 Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew annually, for five (5) additional one year terms ("Renewal Terms") unless the Agreement is terminated by the Site Host or National Grid by providing the other party thirty (30) days written notice.

3. **Site Host Eligibility Requirements and Representations and Warranties.**

- 3.1 The Site Host (i) is non-residential electric customer of National Grid, and (ii) is the owner of the Site or has the right or express written authority to install the Equipment on the Site. Site Host shall obtain any required approvals from property owners, landlords and/or corporate offices.
- 3.2 The Site Host agrees to install qualified EVSE, perform the required Site Host's Electric Distribution System Upgrades, establish any necessary electric service orders with National Grid for the scheduling and installation of National Grid's Electric Distribution System Upgrades.

- 3.3 Site Host agrees to install Equipment in compliance with all federal, state and local laws and/or codes, and to follow all applicable electric codes and standards.
- 3.4 The Site Host agrees to participate in the Program for the Initial Term.
- 3.5 The Site Host represents and warrants that the information it submitted on its Application for Program participation is true, complete and accurate.

4. Site Host Obligations.

The Site Host shall:

- 4.1 Obtain all necessary approvals, permits and licenses for the installation and operation of EVSE and for the Site Host's Electric Distribution System Upgrades.
- 4.2 Notify National Grid of any vandalism, malfunction or suspected malfunction of the EVSE or the Site Host's Electric Distribution System Upgrades.
- 4.3 Rectify issues identified during a post inspection review conducted by National Grid or its contractor pursuant to Section 10.2 below.
- 4.4 Be accessible to National Grid and, as requested from time to time by National Grid, to answer National Grid's or its contractor's questions regarding the performance of the EVSE.
- 4.5 Not cause or permit the Equipment to become subject to any mortgage, lien, security interest or other encumbrance.
- 4.6 Perform Site Host's Electric System Distribution Upgrades required to support the activation and operation of the EVSE on the Site.
- 4.7 Maintain all Equipment in a safe manner pursuant to Section 7 below.
- 4.8 Ensure EVSE on the Site is visible and accessible for use pursuant to Section 9 below.
- 4.9 Rectify any and all issues discovered or identified during inspection(s) conducted by National Grid or its contractor which is a condition of any incentive or rebate payment to Site Host by National Grid under the Program and this Agreement.
- 4.10 Insure or self-insure the EVSE against loss, theft, damage, or destruction in an amount not less than the full replacement value of the EVSE.
- 4.11 Comply with insurance requirements set forth under Section 15 below.
- 4.12 Provide the required documentation and invoices to National Grid pursuant to Section 8 below.
- 4.13 Pay the electricity costs for EVSE on Site.

5. National Grid Obligations.

National Grid or its contractors will:

- 5.1 Install and maintain any necessary National Grid Electric Distribution System Upgrades at the Site.
- 5.2 Pay Electric Distribution System Upgrade Financial Incentive and EVSE Rebate to Site Host following receipt of invoices and required documentation and completion of the post-inspection by National Grid which must be to the satisfaction of National Grid.

6. EVSE Utilization and Reporting.

Site Host shall authorize the EVSE Supplier to provide National Grid the EVSE Utilization Data on a monthly basis for the Term of this Agreement. The EVSE Utilization Data will not include any personally identifiable information.

7. EVSE, Installation and Maintenance.

The Site Host shall purchase and own all rights, title and interest in the EVSE which the Site Host shall install on the Site. Except as otherwise provided hereunder, neither National Grid nor its contractors or agents shall be responsible for performing any work in connection with the installation of EVSE. The Site Host understands and agrees that after the EVSE is installed, the Site Host shall operate and maintain the EVSE in a safe manner and in accordance with the manufacturer's recommendations and these Terms and Conditions herein. The Site Host shall repair and replace the EVSE and/or replace any necessary parts of the EVSE at the Site Host's sole expense.

8. Rebate and Incentive Processing.

National Grid must preapprove the cost of the Site Host's Electric Distribution System Upgrades prior to the Site Host or its contractor commencing any work on such upgrades. The Site Host shall provide National Grid with actual, reasonable, direct and properly documented invoices for the Site Host's Electric Distribution System Upgrades and installed EVSE. Within ninety (90) days following receipt of invoices and all required documentation and completion of the post-inspection by National Grid, National Grid will pay the Electric Distribution System Upgrade Financial Incentive and applicable EVSE Rebate to the Site Host. The Site Host is entitled to only one payment of incentives and rebates for the Site Host's Electric Distribution System Upgrades and the EVSE purchased regardless of the source or program. The Site Host shall disclose if it has received, and provide National Grid with documentation of, other rebates and/or incentives received from other entities for the EVSE and Site Host's Electric Distribution System Upgrades.

9. Access.

- 9.1 Site Host shall allow National Grid or its contractor access to the Site to: (i) perform verification of the installation and activation of EVSE during the Term; and (ii) to prepare the Site for work required in connection with the Program including, without limitation, for certain assessments required for an Application, the installation of Site Host's Electric Distribution System Upgrades, inspection (post and periodic) of the EVSE, emergency or maintenance issues relating to the National Grid Electric Distribution System Upgrades. The Site Host shall cooperate in good faith with National Grid to obtain easement(s), as necessary, including promptly signing any required applications. National Grid may record a "Standard Form Notice of Contract" in lieu of an easement to evidence its right to access the Site.
- 9.2 Site Host shall allow users access to the Site to use the EVSE and shall ensure: (i) each EVSE is visible and accessible for use by the public during the Site Host's normal business hours of operation except that Site Host may, in its sole discretion, for safety, emergency or maintenance purposes, restrict access to and use of the EVSE; (ii) parking spaces are reserved and visible by way of signage for users to park vehicles and use the EVSE; and (iii) parking area around the EVSE is maintained which includes, without limitation, snow removal and general cleaning of the area around EVSE on the Site.

10. Monitoring and Inspection.

- 10.1 National Grid or its contractor may access the Site to perform an initial site assessment, as well as verification of installed Equipment.
- 10.2 The Site Host shall address and resolve any and all issues discovered by Site Host or identified during an inspection by National Grid and communicated to the Site Host by National Grid. Site Host shall resolve issues in order to receive payment of rebates and incentives from National Grid.
- 10.3 National Grid may monitor the use of the EVSE and periodically inspect the same in order to verify Site Host's compliance with the Agreement and Program Materials and to obtain certain information, including, without limitation, usage information, the actual demand reduction, and Site Host's participation in its obligations and duties under this Agreement.
- 10.4 Site Host shall cooperate in good faith with National Grid and/or its contractor and provide any requested information in connection with National Grid's monitoring and inspections of the EVSE or the Site Host's Electric Distribution System Upgrades. Site Host understands and agrees that National Grid and its contractor shall not perform any kind of safety, code or other compliance review of the EVSE or the Site.

11. Program Participation and Modification.

Once the Site Host submits to National Grid the Application and required documentation, National Grid shall inform the Site Host in writing regarding the Site Host's eligibility and participation in the Program. National Grid retains the right, in its sole discretion, to modify the Program.

12. Termination.

- 12.1 National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause Site Host this Agreement.
- 12.2 The Site Host may terminate this Agreement before the expiration of the Initial Term.
- 12.3 If National Grid terminates this Agreement for cause or the Site Host terminates the Agreement before the end of the Initial Term, the Site Host shall be solely responsible for reimbursing National Grid for the straight-line depreciated (over 5 years) installation costs for the National Grid Electric Distribution System Upgrades and Site Host's Electric Distribution System Upgrades.

13. Name and Logo Use.

The Site Host shall not use National Grid's name or logo without express written authorization from National Grid. Any authorized use of National Grid's name and logo must be reviewed and approved by National Grid and such use must strictly adhere to such National Grid's specific name and logo use/branding requirements.

14. Confidentiality.

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 Program. National Grid shall keep in strict confidence any Site Host confidential information and any confidential EVSE Utilization Data. National Grid shall exercise reasonable care to maintain the confidentiality, and shall not disclose confidential information to any third parties, except to the extent expressly permitted by these Terms and Conditions.

15. Insurance.

- 15.1 Site Host shall either self-insure or obtain through third party insurer(s), coverage as follows:
- 1) Commercial General Liability (CGL) Insurance – At a \$3,000,000 "each occurrence/aggregate" limit, naming National Grid, its direct and indirect parents, subsidiaries and affiliates as Additional Insureds on a "primary and non-contributory" basis. Site Host may satisfy this requirement through a combination of CGL and Umbrella policies.
 - 2) Commercial Property "All Risk" Insurance – Evidence of "all risk" commercial property insurance covering real and personal property at site owned by (Site Host) including coverage for equipment that will be owned and maintained by Site Host at full replacement cost.

- 15.2 Should Site Host self-insure any of the required coverages outlined above, Site Host agrees to indemnify and hold harmless National Grid for any liability that would have otherwise been covered, had such insurance policy(s) been in effect.
- 15.3 **Waiver of Subrogation** – Pursuant to above, each party hereby waives all liability of, and all right to recovery and subrogation against, and agrees that neither it nor its insurers will sue the other party, for any loss of or damage to property arising out of fire or casualty to the extent insured, and each party agrees that all insurance policies aforementioned shall contain waivers of such liability, recovery, subrogation and suit.
- 15.4 **Contractors** – Should Site Host utilize Contractor(s) to perform installation work or maintenance services to the equipment, Site Host shall require Contractors to carry at minimum, similar limits for General Liability as outlined in Item 1 above, as well as Workers Compensation/Employers Liability and Disability Insurance as required by the Commonwealth of Massachusetts. Further, Site Host shall require Contractor to name Site Host and National Grid USA, its direct and indirect parents, subsidiaries and affiliates as Additional Insureds under Contractors General Liability and if applicable, Umbrella policies on a primary and non-contributory basis with a waiver of subrogation in favor of the Additional Insureds under all required policies.
- 15.5 Should Site Host self-insure for any of the required coverages outlined within, Site Host agrees to indemnify and hold harmless National Grid for any liability that would have otherwise been covered, had such insurance policy(s) been in effect.
- 15.6 Certificate(s) of Insurance. Prior to execution of this Agreement, Site Host shall promptly provide National Grid with Certificate(s) of Insurance or, if applicable, a self-insurance letter evidencing all coverages required in this Agreement. Such certificate or self-insurance letter must be sent to the address: National Grid USA, Attention Risk & Insurance Department, 300 Erie Blvd West, A-4, Syracuse, NY 13202.

16. Liability.

The Site Host shall be liable for any claims, liability, losses, damages and costs to the extent arising from any act of omission on the part of the Site Host or its contractors, employees or any person for whom the Site Host is legally responsible who causes injury to persons (including death) or damage to property. The Site Host shall not be responsible for any claims, liability, losses, damages or costs to the extent that such results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

17. 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) brought by or for third parties (collectively, "Loss") to the extent arising out of or resulting from the Site Host's participation in Program or the Site Host's acts or omission under this Agreement. The Site Host shall not be responsible for indemnifying National Grid under this section to the extent that such Loss results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

18. Disclaimer of Warranties.

Except as expressly stated herein, National Grid makes no representations, warranties or guarantees in connection with the Agreement. National Grid does not make any representations of any kind regarding the benefits, adequacy or safety of the EVSE. The Site Host understands and agrees that National Grid is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to the EVSE or any related work. The Site Host further understands and agrees that neither National Grid nor its contractor shall perform any kind of safety, code or other compliance review of the EVSE or Site. This Section shall survive the termination or expiration of the Agreement.

19. Limitation of Liability.

With the exception of the Site Host's indemnity obligations hereunder, neither the Site Host nor National Grid shall be liable under this Agreement for any special, indirect, incidental, penal, punitive or consequential damages of any nature. With the exception of third party claims for personal injury or property damage, National Grid's liability to the Site Host under this Agreement, regardless of the amount of claims, shall not exceed to the total amount of Electric Distribution System Upgrade Financial Incentive and EVSE Rebate paid by National Grid to the Site Host under this Agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

20. Removal of Equipment.

The Site Host understands and agrees that as a condition of participation in the Program to properly remove and dispose of or recycle or de-energize the EVSE in accordance with all applicable laws and regulations. The Site Host further understands and agrees to pay the cost to remove or de-energize the Site Host's Electric Distribution System Upgrades should the Site Host desire removal of such upgrades.

21. Compliance with Laws.

The Site Host shall, and shall require its subcontractors, agents and employees to, comply with all applicable Federal, state and local directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the safety rules and regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time.

22. 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 40 Sylvan Road, Waltham MA 02451, Attention: Massachusetts Program Manager Electric Vehicles and (ii) if to the Site Host, at the address of the Site as set forth in the Application.

23. Governing Law.

The Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. The Site Host hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.

24. Assignment.

Subject to Sections 24.1 and 24.2 below, Site Host may not assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of National Grid.

24.1 If Site Host is the Owner of the Site and proposes to transfer title to the Site to another entity during this Agreement, Site Host will provide National Grid with at least sixty (60) days advance written notice of such transfer. Such notice will include the name and address of the prospective transferee. During the sixty-day period following National Grid's receipt of such notice, National Grid shall, in its sole discretion, either (i) terminate the Agreement, or (ii) permit all of Site Host's rights and obligations under this Agreement to be assigned to the prospective transferee, such assignment to be effective on the date title to the Site is transferred to such transferee.

24.2 If at any time during this Agreement, the Site Host proposes to terminate its occupancy of the Site, the Site Host will provide National Grid at least sixty (60) days prior written notice of such termination. If the Site Host intends that other Persons will become occupants of the Site, then such notice will include the name and address of such Persons. Upon receipt of such notice, National Grid may either (i) terminate the Agreement, or (ii) continue Site Host's participation in the Program under this Agreement subject to the condition that the new occupants execute a written agreement satisfactory to National Grid in which such occupants agree to the applicable terms and conditions contained herein.

Notwithstanding anything to the contrary under this Section, the Site Host will be responsible and liable under this Agreement. Termination by National Grid under this Section shall be termination for cause and such termination will be pursuant to Section 12 above.

25. Amendment.

There shall be no amendment to this Agreement or any Program guidelines unless such is made by National Grid and mutually agreed upon by Site Host and National Grid.

26. No Third Party Beneficiaries.

This Agreement does not grant any rights to any third parties.

27. Entire Agreement.

This Agreement constitutes the entire agreement between National Grid and the Site Host with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded. In the event of any conflict or inconsistency between the Agreement and any other Program Materials, the Agreement shall be controlling.