

**AGREEMENT TO PERFORM RULE 29, ELECTRIC  
VEHICLE INFRASTRUCTURE, RELATED WORK**

**SAMPLE**

\_\_\_\_\_ (Applicant) has requested Southern California Edison Company (SCE), a California corporation, to perform the tariff schedule related work in accordance with Rule 29, Electric Vehicle (EV) Infrastructure, and as located and described in Paragraph 6 herein.

**SCE agrees to perform the requested work and furnish all necessary labor, equipment, materials, and related facilities required therefore, subject to the following conditions:**

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to SCE and without cost to SCE.
2. Applicant shall indemnify and hold harmless SCE, its officers, agents, and employees, against all loss, damage, expense, and liability resulting from injury to or death of any person, including, but not limited to, employees of SCE, Applicant, or any third party, or for the loss, destruction, or damage to property, including, but not limited to, property of SCE, Applicant, or any third party, arising out of or in any way connected with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, attorneys' fees, and expenses were caused by or result from the negligent or intentional acts or omissions of Applicant, its officers, employees, or agents. Applicant will pay all costs that may be incurred by SCE in enforcing this indemnity, including reasonable attorneys' fees.
3. Applicant must activate the initial agreed upon quantity of Charging Stations within 30 business days after service point energization by SCE (aka: DRS or Date Ready for Service) or a timeframe agreed upon SCE and Applicant not exceeding 180 days. Applicant shall send written confirmation to SCE once the Charging Stations are installed and operational. When Applicant requests, and SCE agrees to install, additional EV Infrastructure beyond the capacity needed to support the initial agreed upon quantity of Charging Stations, Applicant shall provide SCE the number of Charging Stations and the expected timeframe for the future installation. SCE shall match the capacity of the installed EV Infrastructure to the capacity of the electrical panel installed by Applicant at the time of taking service.
4. Applicant understands that they are responsible for funding and executing the operation and maintenance of the Charging Stations for a minimum of five (5) years from the DRS date. Applicant must remedy any Charging Station maintenance issue within 90 days of the start of such maintenance issue. Failure to comply with these terms may, at SCE's discretion, result in discontinuation of service. In the event of discontinuation of service, Applicant shall reimburse utility's costs. If any of the Charging Stations are not in working condition for one year, Applicant shall reimburse all SCE's costs incurred under Rule 29 to SCE.
5. At the start of DRS, Applicant shall be enrolled as a default in the then available commercial time-of-use EV rate offered by SCE. After discussing their EV charging needs with SCE, Applicant may opt-out of the EV time-of-use rate for another appropriate time variant rate pursuant to SCE's Rule 12, Section D (Change of Rate Schedule).
6. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by SCE. If more space is required, use other side, and attach any necessary drawings as Exhibits A, B, C, etc.):



## AGREEMENT TO PERFORM RULE 29, ELECTRIC VEHICLE INFRASTRUCTURE, RELATED WORK

# SAMPLE

LOCATION: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7. If Applicant fails to comply with any of the above requirements, including, but not limited to, Section 4, as reasonably determined by SCE, SCE may terminate this Agreement and discontinue service or deenergize the EV Infrastructure. In addition, SCE may pursue reimbursement of the costs incurred in connection with deploying the utility-side EV Infrastructure, including, but not limited to, engineering design fees and any costs associated with the removal of the utility-side EV infrastructure.
- 8. Data Collection and Use. Applicant shall support the data collection requirements of Rule 29. Data collection requirements will conform with the requirements of the California Public Utilities Commission and Data Reporting template to be provided. Applicant hereby expressly consents to the use and disclosure, by SCE, its agents, and representatives, of data gathered as part of Rule 29 for use in regulatory reporting, industry forums, case studies or other similar activities.
- 9. Upon completion of requested work, ownership of the utility-side EV Infrastructure shall vest to SCE.

This Agreement is effective when accepted and executed by SCE.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SOUTHERN CALIFORNIA EDISON COMPANY**

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_