



ELECTRIC VEHICLE SUPPLY EQUIPMENT REBATE TERMS AND CONDITIONS

1. **ELIGIBILITY:** Rebate to property owners installing electric vehicle service equipment (EVSE). Customers eligible to receive rebates under the Charge Up Contra Costa Grant Rebate Program must (1) abide by the terms and conditions listed herein; (2) provide documentation showing (i) proof of purchase or invoice of qualified EVSE hardware, software, and networking services, and (ii) show proof that the EVSE is operational and is installed at a qualifying location in Contra Costa County. Eligible locations include low-income and disadvantaged communities in Contra Costa in accordance with Cal Enviro Screen 4.0.
2. **REBATE AMOUNTS:** The amounts of the rebates for which qualifying projects are eligible are outlined in the program materials provided to the Customer. The rebate amount may vary in accordance with MCE requirements. Rebate amounts reimburse the hardware costs of Level 2 charging stations at workplaces, long-dwell sites, and multi-family properties, not to exceed 100% of the total project costs after all incentives are applied. Rebates will be paid to eligible Customers once installation is complete and the EVSE is operational and available for use.
3. **PERMISSION TO USE DATA:** Customer agrees to allow CCTA/511CC and its authorized contractors to use non usage data (i.e., Customer name, site location, number of ports, etc.) gathered as a part of the Charge Up Contra Costa for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
4. **PERMISSION TO COLLECT USAGE DATA:** For customers with an EVSE *not* on a separate meter, Customer agrees to send usage data in a provided template on an annual basis by February 28 of each year over five years or provide access to their charging network to collect data at-will. Usage data provided by the customer or collected via dedicated meter will not be shared publicly on a site-by-site basis unless specific permission has been granted by the Customer. Customer acknowledges and agrees that usage data may be shared with CCTA and the CEC in appropriately aggregated form.
5. **PROGRAM CHANGES:** CCTA and MCE reserve the right to change, modify, or terminate the Charge Up Contra Costa EVSE Rebate Program at any time without any liability except as expressly stated herein. MCE will honor all written commitments made in the Rebate Reservation form provided to Customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the time specified in the Rebate Reservation form.
6. **PROGRAM EXPIRATION:** The Charge Up Contra Costa EVSE Rebate reimbursements will expire upon the earliest to occur: (i) December 31, 2025, (ii) when funds are depleted, or (iii) when the program is terminated.
7. **DISCLAIMER:** CCTA makes no guarantee, representations or warranties, expressed or implied, regarding the implementation or use of EVSE purchased or installed pursuant to this Charge Up Contra Costa EVSE Rebate Program.
8. **INDEMNIFICATION:** Customer agrees to indemnify, defend, and hold CCTA its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Customer's negligence, recklessness or willful misconduct while participating in the Charge Up Contra Costa EVSE Rebate Program.
9. **PREVAILING WAGE:** Customer agrees to pay the prevailing wage for contractors conducting the work necessary to install the EVSE.
10. **EVITP:** Customer agrees to have at least one certified Electric Vehicle Infrastructure Training Program (EVITP) electrician on site during installation of EVSE.