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## Energy Programs

### Charge at Home Service Agreement

This Charge at Home Program Agreement (Agreement) is entered by the above Member (Member) and Holy Cross Electric Association, Inc., doing business as Holy Cross Energy (HCE), each individually referred to as a “Party” and collectively referred to as the “Parties.”

Member desires to enroll in the EVSE Program of HCE (Program) to obtain and operate Electric Vehicle Supply Equipment (EVSE) at Member’s real property residence (Facility). Member also enrolls in the “Distributed Energy Resource Service Agreement – Optional” Tariff (DERSA) in relation to the installation costs of the project. The terms of this Agreement are supplemental to the Electric Service Agreement between Member and HCE.

**Member agrees to the following terms and conditions:**

1. Enrollment in the Program also enrolls the member in the Distribution Flexibility (DF) program of HCE, outlined below.
2. Member agrees to all terms and conditions of the Tariffs, Rules and Regulations of HCE and any changes made to the Agreement by HCE as established from time to time by HCE.
3. HCE will provide a rebate to reimburse Member wholly or partially for their purchase of an approved Level II EVSE (charging equipment) for use at the Member’s Facility.
4. HCE will pay the licensed electrical contractor directly for the upfront costs, to install the EVSE and the electrical service to the charging equipment. Member will hire the licensed electrical contractor and see to the design and installation of the EVSE. Member shall be responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the installation and operation of the EVSE.
5. Member will allow free and unrestricted access to usage data of the EVSE to HCE for the life of the equipment.
6. Member grants an irrevocable license to HCE for the operation of the EVSE on the Facility, as defined in the DF program provisions for the life of the equipment.
7. If Member moves or discontinues service at the Facility at which the EVSE is installed within three years, then the Member will be required to
  - a. pay the balance of the fixed charge under the DERSA and repay a prorated portion of the rebate provided if Member chooses to take the EVSE from the Facility; or
  - b. any successor in possession of the Facility can assume the remaining term of this Agreement.
8. A successor in possession or ownership of the Facility upon which the EVSE and improvements were installed may be required by HCE to pay the balance of the rate amount due for the installed EVSE and improvements. The Member agrees to and shall advise all successors in possession or ownership of the premises upon which the EVSE and improvements were installed that the additional amount due portion of the billing will continue to be paid by such successor unless such amount due to HCE is paid in full.
9. HCE limits the number of rebated EVSE that can be qualified under this program to 2 ports per account for home installations, and a maximum of \$3,000 for the installation costs per EVSE. Charger cannot be used for commercial applications with public access.
10. EVSE must be installed within 60 days of the date of receipt of the EVSE or the Member agrees to pay back the full rebate amount. Charger activation and enrollment as a Program participant, per instructions provided to the

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- Member, must also be completed within 60 days of receipt to allow HCE to obtain data from the EVSE and control of the EVSE. Proof of purchase and charger serial number must be provided to HCE within 90 days of purchase.
11. EVSE must remain installed at the Facility in HCE's service territory for a minimum of three years, or for the term of this Agreement, whichever is longer.
  12. Member will pay HCE all of its expenses through a monthly fixed charge added through the DERSA on the utility bill for the amount incurred by HCE for its actual cost of the installation of the EVSE and for other expenses connected with the program. This fixed rate will be assessed to the Member over a period [not to exceed three years] as determined by HCE under its ratemaking process.
  13. Member understands and agrees that the calculation of the charge under the Agreement, HCE may include an administrative cost in the calculation of the monthly fixed charge [not to exceed the marginal cost of borrowing of HCE or 3% per annum, whichever amount is greater]. Member agrees that this transaction is a utility rate transaction, and it is not a loan transaction.
  14. The payment obligation under the Agreement shall be treated the same as charges for electric service pursuant to HCE's Rules and Regulations. Failure to make payment may, in addition to other rights of HCE under law, result in disconnection of electric service in accordance with HCE's Tariffs, Rules and Regulations.
  15. Payment of any amount due under this Agreement is the personal obligation of the Member and cannot be discharged or assumed by another person without the prior written consent of HCE.
  16. HCE has its rights under law for nonpayment of any amount due to HCE, including without limitation the right to terminate electric service to the Member and any successor in possession or ownership of the premises upon which the EVSE and improvements were installed, and the right to terminate any other electric service provided by HCE to the Member at any location in the event of any default in payment of any amount due to HCE including without limitation the amount of the cost as determined under the Agreement and other charges.
  17. If the Member defaults in payment of the amount due under the Agreement or on electric service, then the Member may not participate in any existing or future benefit or subsidy program established by HCE.
  18. If the Facility upon which the EVSE improvement was installed is destroyed or damaged from any cause, the Member shall still be liable for payment of all amounts due to HCE under the Agreement. If the Facility upon which the EVSE improvement was installed is partially or totally vacant, the Member shall still be liable for payment of all amounts due to HCE under the Agreement. The Member shall insure the cost of replacement of the EVSE and shall show the interests of HCE under the terms of the Agreement as a loss payee.
  19. Responsibilities, understandings, and authorizations of Member, HCE, landlord (if applicable) and participating contractor shall be evidenced by written agreements, notifications, and disclosures/consents. Member shall pay and be responsible for all sales, use, property, income, and other taxes of any kind attributable to this transaction.

### **General Terms and Conditions:**

20. All information gathered by HCE in the application for the EVSE and improvements and for the granting of electric service to the Facility is governed by the provisions of the Tariffs, Rules, and Regulations of HCE which may be amended from time to time.
21. HCE does not warrant the EVSE, any improvements related to the EVSE, or the quality of workmanship in the installation of the EVSE improvements. HCE disclaims all express or implied warranty of the EVSE improvements including without limitation any implied warranty of fitness for a particular purpose, merchantability, usability, and habitability.
22. For the duration of the Member's participation in the Program, Member agrees that HCE is entitled to all Green

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- Attributes (such as Renewable Energy Credits, or carbon offsets, as may be applicable) of any kind or nature associated with the EVSE, and Member hereby conveys to HCE all present and future rights to such Green Attributes and agrees to take all further steps required to effect such transfer to HCE at the time of any such delivery.
23. Member has obtained, to the extent Member has deemed necessary or prudent, legal counsel to advise Member on this Agreement.
  24. HCE may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law.
  25. Member will self-produce on site or purchase from HCE all electric energy used on the Facility and will pay for at the applicable rates and terms in accordance with the Tariffs, Rules, and Regulations of HCE as may from time to time be adopted by HCE.
  26. Member shall comply with the Tariffs, Rules, and Regulations of HCE. The Tariffs, Rules, and Regulations of HCE may be changed by HCE from time to time and this Agreement shall incorporate the provisions thereof as changed in the future. Failure on the part of Member to accept service from HCE or to comply with the Tariffs, Rules, and Regulations of HCE, or to perform under the terms and conditions of this Agreement shall not relieve Member from performing all the conditions set forth in this Agreement.
  27. To the maximum extent permitted by law the Member shall defend, indemnify, and hold harmless HCE and HCE's directors, officers, and employees from all claims, causes, action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to person (including but not limited to the Member's employees) and loss, damage to, or destruction of HCE's and the Member's property or the property of any other person or entity in any manner arising out of or connected with the Program and the installation and operation of the EVSE, or the materials or equipment supplied or services performed by HCE, its subcontractors and suppliers of any tier.
  28. HCE has its rights under law for nonpayment of any amount due to HCE, including without limitation the right to terminate electric service to the Member and any successor in possession or ownership of the premises upon which the EVSE and improvements were installed, and the right to terminate any other electric service provided by HCE to the Member at any location in the event of any default in payment of any amount due to HCE including without limitation the amount of the cost as determined under the Agreement and other charges.
  29. Member agrees (A) the laws of the State of Colorado shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of Colorado, (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.
  30. Member agrees that (i) it possesses all requisite power and authority to enter and perform this Agreement and to carry out the transactions contemplated herein; (ii) this Agreement has been duly executed and delivered; and (iii) this Agreement constitutes the legal, valid, binding, and enforceable agreement of Member.
  31. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
  32. No agent or representative of HCE has the power to amend, modify, alter, or waive any of the provisions of the terms of this Agreement. Any promises, agreements, or representations made by any agent or representative of HCE not herein set forth shall be void and of no effect.
  33. Acceptance of this Agreement by HCE shall constitute a binding agreement between the Member and HCE.
  34. This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership, or other form of business association between the Parties, or an agreement to enter any business relationship.
  35. Member agrees that this Agreement constitutes the full, complete, and only agreement between the Parties and supersedes any previous representations or agreements, and this Agreement shall not be amended except in



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writing signed by duly authorized representatives of both Parties.

36. HCE may record this instrument in the office of the County Clerk and Recorder in the County in which the real estate is situated.
37. This Agreement shall be binding upon the successors, legal representatives, heirs, devisees, and assigns of the respective Parties hereto.

### **Distribution Flexibility Program Provisions:**

Member agrees to enroll in HCE's Distribution Flexibility (DF) Tariff – with the following terms and conditions being supplemental EVSE-specific program rules. Member will allow HCE full operational control of the EVSE. This Agreement serves as the program rules referenced in the DF tariff. The actual tariff terms as posted and amended from time to time shall govern in the event of any discrepancy between the DF tariff and this Agreement.

Terms and Conditions for HCE's Control of EVSE:

38. HCE may delay or initiate the use of EVSE during times of peak demand. Peak demand expectations:
  - a. High demand or critical demand events will most commonly take place between the hours of 4 p.m. and 9 p.m. and may occur on any day of the year.
  - b. Peak events are expected to last 2-3 hours in duration.
  - c. HCE will target a limit of 240 peak demand event hours in a calendar year, although that limit can be revised by HCE if conditions warrant.
39. HCE may delay or initiate the use of EVSE during times of peak renewable production.
40. Renewable oversupply expectations:
  - a. Peak renewable production will most commonly take place between the hours of 11 p.m. and 6 a.m., and between 1 p.m. and 5 p.m. and can occur any day of the year.
  - b. Peak renewable production events are expected to last 3-10 hours in duration.
  - c. HCE anticipates around 85 days may include peak renewable production events.
  - d. HCE will target a limit of 300 peak renewable production event hours in a calendar year, although that limit can be revised if conditions warrant.
41. HCE may evaluate and consider all relevant conditions, including but not limited to forecasted and actual renewable generation, forecasted and actual peak hours, temperature, system load conditions, system operation needs, energy market conditions, transmission system conditions, and other emergency conditions in determining whether to exercise control over the Member's EVSE.
42. Member will enroll in e-mail and/or text message notifications for the purposes of this DF Program.
43. HCE may, at any time, terminate a Member's participation in the DF Program if the Member violates the terms and conditions of the DF Program.