



TRANSPORTATION ELECTRIFICATION PROGRAMS

EV Charger Rebate Application

APPLICATION INFORMATION						
Project Property Details						
<p>Instructions: Please complete this application to the best of your ability. Complete one application per project site. Refer to the Additional Documentation Section of this application for details on the required documentation needed for participating in Seattle City Light's Transportation Electrification (TE) Programs.</p> <ul style="list-style-type: none"> For Fleet Electrification Program applications, required documentation can be emailed as an attachment to eFleets@seattle.gov. For Multifamily EV Charging Program applications, required documentation can be emailed as an attachment to MultifamilyEV@seattle.gov. 						
Program Type <i>(Select one)</i>	<input type="checkbox"/> Fleet Electrification Program		<input type="checkbox"/> Multifamily EV Charging			
Equipment Type <i>(Fleets Application Only)</i>	<input type="checkbox"/> On-Road Vehicle Charging		<input type="checkbox"/> Non-Road Equipment Infrastructure			
Fleet/ Organization Type <i>(Fleets Application Only)</i> <i>(Large Businesses/ Nonprofit, Public Entity, Small/ Business/ Nonprofit, WMBE, Tribal Entity, etc.)</i>						
Property Type <i>(Multifamily Application Only)</i>	<input type="checkbox"/> Affordable Housing Property		<input type="checkbox"/> Market-Rate Property			
Property Information	Property Name					
	Property Address	Street	City	State	ZIP Code	
Property Contact	Name					
	Phone					
	Email					
	City Light Account Number					
Rebate Payment Details						
You may choose to reassign your rebate payment to your contractor, installer, or service provider (3 rd party). Will the rebate check be issued to the property owner/management or 3 rd party?						
<input type="checkbox"/> Property owner/management/authorized participant			<input type="checkbox"/> 3 rd party			
Payee Information	Name					
	Address	Street	City	State	Zip Code	
I have read and agree to program terms		<input type="checkbox"/> Yes		<input type="checkbox"/> No		
Applicant Name Print						
Applicant Signature				Date		



TRANSPORTATION ELECTRIFICATION PROGRAMS

EV Charger Rebate Application

CHARGING PROJECT INFORMATION				
Project Costs ¹				
Please fill out this section by describing your EV charging project's estimated costs based on installation plans and quotes.				
Item	Total Cost Across All Chargers			
Electric Grid Upgrade Costs <i>(Costs from upgrading your electric service to power the charging equipment)</i>	\$			
Material and Hardware Cost for the Electric Vehicle Supply Equipment Charger <i>(EVSE, otherwise known as the charger)</i>	\$			
Installation Labor Cost for the EVSE	\$			
Other Costs <i>(Including design, engineering, consulting services, permitting, and other. Please describe each cost.)</i>				
1.	\$			
2.	\$			
3.	\$			
Total Project Cost				\$
Applicant's Other External Funding ²				
Please describe all additional funding that you have received or expect to receive for your EV charging project.				
Type of Funding <i>(Grant, Loan, Investment, In-Kind Contribution, Other – Please Specify)</i>	Name of Funding Organization	Please Indicate the Status of this Funding <i>(Plan to Apply, Applied, Awaiting Award, Awarded)</i>	To Which Costs Did/ Will the Funding Apply?	Funding Amount
				\$
				\$
				\$
				\$
Total Project Funding				\$

¹ See last page of application and Program Manual for rebate amounts.

² City Light will not provide funding that contributes to the customer more than the total cost of the approved project when also considering funding received from other sources. City Light rebates will apply to remaining project costs after other funding sources; see Program Manual for more details.

TRANSPORTATION ELECTRIFICATION PROGRAMS

EV Charger Rebate Application

EQUIPMENT INFORMATION						
Please fill out this section by describing the charging equipment you intend to install.						
Installation Status <i>(Completed projects are not eligible for rebates)</i>		<input type="checkbox"/> Installation Not Started	<input type="checkbox"/> Installation Started	<input type="checkbox"/> Installation Complete <i>(Not Eligible)</i>		
Estimated Installation Start Date			Estimated Installation End Date			
Contractor Company						
Data Usage Collection Method		<input type="checkbox"/> Networked Charging Equipment	Will the EV charging infrastructure be publicly accessible? <i>(i.e. available for use by non-fleet/ non-resident vehicles)</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Load Management Software				
		<input type="checkbox"/> Submetering				
Charger or Infrastructure Type <i>(See "Project Type" column in the table on page 4)</i>	Minimum Charger kW Power Output	Charger Manufacturer	Charger Model Name	Quantity of Chargers	Ports per Charger <i>(Only count ports that can be active simultaneously)</i>	Rebate Requested
						\$
						\$
						\$
						\$
						\$
						\$
Total Rebate Requested						\$



TRANSPORTATION ELECTRIFICATION PROGRAMS

EV Charger Rebate Application

ADDITIONAL REQUIRED DOCUMENTATION TO PROVIDE WITH THIS APPLICATION FORM	
Pre-Construction Approval Stage	
All Applicants	1. Signed TE Charger Rebate Participation Agreement (attached to this application)
	2. Initial itemized quotes, receipts, or invoices of all anticipated project costs
	3. W-9 upload to the secure portal: www.icf.files.com/u/scl-transportation-electrification-w9-submissions
	4. Seattle City Light utility bill with account number
Multifamily Only	1. For <i>shared</i> 120V Outlet, 240V Outlet, and Level 2 EVSE installations, a written self-certification from the applicant that the EV chargers will be in shared/common parking spaces available to all tenants.
	2. For affordable housing properties, documentation that proves the property meets the program's AMI requirements must be submitted. ³ Examples include: <ul style="list-style-type: none"> • Regulatory agreement or deeded title • Copy of the approved application form to receive funding from entities such as Seattle Office of Housing or King County Housing Authority
	3. For EV charging infrastructure that will be publicly accessible (i.e. available for use by non-resident vehicles), one of the following must be submitted: <ul style="list-style-type: none"> • A written self-certification from the applicant that residents will have priority access to charging stations during certain hours of the day. The statement must describe these measures (i.e. restricted garage/ parking lot hours; charging station permissions, etc.) • The property must plan to install signage prior to verification inspection that says the stations are only available to building residents EV charging during certain hours of the day.
Fleet Only	1. Fleet must submit one of the following for at least one on-road EV or eligible electric non-road equipment which will be charged using the equipment and infrastructure installed through this program. It is not required until after construction. <ul style="list-style-type: none"> • An existing EV in the fleet (vehicle registration; purchase or lease receipt with the fleet's business name as the purchaser; photograph of EV with fleet branding) • An EV currently on order (purchase or lease receipt with the fleet's name as the purchaser) • Written intent to purchase or lease an EV (a letter signed by a fleet representative confirming that the fleet intends to purchase or lease an eligible EV within 6 months of charging equipment and infrastructure construction completion)
	2. If the fleet plans to make the charging infrastructure publicly accessible (i.e. available for use by non-fleet vehicles), the applicant will be required to provide proof of additional fleet EVs at a 1:1 vehicle to charging port ratio.

After the rebate application is approved and construction is completed, the Program team will request additional documentation including final project invoices/ receipts. See Program Manual for more details.

³ Rental properties must have at least 40% of the units be restricted to 60% AMI for 40 years, and for owned units, at least 40% must be restricted to 80% AMI for at least 50 years.



TRANSPORTATION ELECTRIFICATION PROGRAMS

EV Charger Rebate Application

Rebate Amounts by Program

Fleet Electrification Program			
Tier	Project Type	Minimum Output Power	Per Project Incentive Amount
Tier 1: Large Businesses, Large Nonprofits, Public (Government) Entities located outside of overburdened communities	Forklift Chargers (Rapid or Conventional)	N/A	50% of total project costs up to \$7,500 per site
	Electric Standby Truck Refrigeration Units	480V	
	240V Outlet & Portable EVSE	6.6 kW	100% of total project costs up to \$15,000 per site
	Level 2 EVSE	6.6 kW	50% of total project costs up to \$25,000 per site
	DCFC EVSE	50 kW	50% of total project costs up to \$100,000 per site
Tier 2: Small Businesses, Women- and Minority- Owned Businesses (WMBEs), Small Nonprofits, Tribal entities or entities located within overburdened communities	Forklift Chargers (Rapid or Conventional)	N/A	100% of total project costs up to \$15,000 per site
	Electric Standby Truck Refrigeration Units	480V	
	240V Outlet & Portable EVSE	6.6 kW	
	Level 2 EVSE	6.6 kW	100% of total project cost up to \$50,000 per site
	DCFC EVSE	50 kW	100% of total project cost up to \$200,000 per site
Multifamily EV Charging Program			
Tier	Project Type ⁴	Minimum Output Power	Per Project Incentive Amount
Tier 1: Market-Rate Properties	120V Outlet (Assigned or Shared Parking)	120V	100% of total project costs up to \$15,000 per site
	240V Outlet (No EVSE – Shared Parking Only)	208V/240V	
	Level 2 EVSE (Hardwired – Shared Parking Only)	6.6 kW	50% of total project costs up to \$25,000 per site
Tier 2: Affordable Properties	120V Outlet (Assigned or Shared Parking)	120V	100% of total project costs up to \$15,000 per site
	240V Outlet (No EVSE – Shared Parking Only)	208V/240V	
	Level 2 EVSE (Hardwired – Shared Parking Only)	6.6 kW	100% of total project costs up to \$50,000 per site

⁴ A minimum of two ports must be installed for all shared parking project types. See Program Manual for details.



TRANSPORTATION ELECTRIFICATION CHARGER INCENTIVE PARTICIPATION AGREEMENT

Today's Date	
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Contract Information ¹	
Contract Number	
Project Name	

Customer Information	
Customer Name	

Participating Program: **Fleet Electrification Program** **Multifamily EV Charging Program**

TERMS & CONDITIONS

This Program Participation Agreement is entered into by and between the City of Seattle ("the City"), doing business as Seattle City Light ("SCL"), Customer/Program Participant ("Customer" or "Participant"), and if appropriate, the Property Owner. All references to Customer or Participant shall mean the legal property owner, lessee, corporate officer, agent or representative of the business entity named in this agreement, notwithstanding any use of any inconsistent terms referenced herein. Customer is voluntarily participating in one of the following SCL Transportation Electrification Programs: **Fleet Electrification OR Multifamily EV Charging** ("Program") to implement electric vehicle ("EV") charging at the Site Address as identified on Program documents, (collectively referred to as "Project"). This Participation Agreement applies to only the Program Participant and the Project at the Site Address. Should additional projects be requested by the SCL customer, new program forms must be submitted and approved by SCL in accordance with all applicable Program Manuals and terms and conditions.

1. **Term of Agreement.** This Participation Agreement shall become effective on the date of execution and shall remain in effect for 5 years subject to any terms set forth herein.

¹ To be filled out by Seattle City Light and ICF

2. **Incorporation of Program Manual.** This Participation Agreement shall incorporate as terms and conditions to this agreement all the Project-specific specifications and corresponding Program Manual. In the event of any conflict or inconsistency between this Participation Agreement and attachments, this Participation Agreement shall be controlling.
3. **Amendments.** If either party desires a change in the items specified in this Participation Agreement an amendment must be requested through written notice. Changes to this Participation Agreement will only be effective if set forth in a document signed by authorized representatives of both SCL and the Participant.
4. **Voluntary Participation/Assumption of Risk.** The Participant is fully aware of the risks and hazards connected with the activities of implementing EV chargers and EV charging infrastructure. The Participant is aware that such activities include the risk of injury and even death, and the Participant hereby elects to participate voluntarily in the Program knowing that the activities may be hazardous to the Participant's property and person. The Participant voluntarily assumes full responsibility, to the fullest extent allowed by law, for any risks of loss, property damage, or personal injury, including death, which may be sustained by the Participant. The Participant voluntarily assumes full responsibility, to the fullest extent allowed by law, for any loss or damage to property owned by the Participant, as a result of being engaged in such activities.
5. **Installation and Charger Operations.**
 - a) The Participant shall install, operate, and maintain EV chargers ("EVSE") at the Site Address according to the Program Manual and any project specific specifications, including but not limited to all EVSE, with the exception of 120V outlets, must be able to track station-specific energy usage data by load management software/hardware, networked charging software, or submetering.
 - b) The Participant understands that incentive payments are based on benefits provided over the life of the EVSE. The Participant agrees to maintain the incentivized EVSE specified in the Participant's application for a minimum period of five consecutive years, commencing from the date of energization. SCL reserves the right to request usage data from the Participant to verify the EVSE's usage meets the requirements described in the respective Program's Terms and Conditions appendix (Appendix B: Fleet Electrification and Appendix C: Multifamily EV Charging).
 - c) The Participant may install additional or upgraded infrastructure to support future EVSE installation (known as future-proofing). For customers interested in future-proofing, the Charger Incentive will cover costs, such as trenching, wall coring, wiring, conduit, and circuitry, to support future EVSE installations; the Charger Incentive does not cover costs related to any infrastructure to-the-meter and behind-the-meter. Future-proofing projects must install 50% of the planned EVSE units within 1 year of the additional or upgraded infrastructure's installation. 100% of the intended EVSE units must be installed within 5 years. Future EVSE must adhere to the requirements described in (a) and (b) of this section. Eligible costs for future-proofing are determined by SCL, and may be subject to change. SCL reserves the right to inspect installed EVSE as they become operational.
 - d) Participant agrees to notify SCL of the transfer of the property through sale or other disposition. Prior to any transfer, all intended EVSE qualifying under this incentive program must be installed.

- e) If Participant fails to meet any of the requirements described in (a), (b), (c), or (d) of this Section, Participant may be required by SCL, at its sole discretion, to pay liquidated damages as calculated in Section 14 of this Agreement.

6. **Incentive Payment.**

- a) Upon completion of the Project, the Participant shall provide accurate and complete documentation acceptable to SCL, including Program Forms and information related to EVSE, such as the purchase and/or installation costs, in order to become eligible for an incentive payment under the Program.
- b) SCL is not obligated to pay any rebate or incentive amount until (i) the Participant has provided the Program with receipt of invoices and other supporting documents detailing the Participant's Project costs and (ii) SCL has performed a post-installation verification and analysis of EV charger installation for program purposes and determined in its sole discretion that all Program Manual requirements have been fulfilled to the satisfaction of SCL. SCL will pay the Participant based on the incentive as defined in the Program's terms and conditions (see Appendix B: Fleet Electrification and Appendix C: Multifamily EV Charging for incentive amounts for the respective programs), unless City funding becomes unavailable, depleted or the Program terms and conditions, and other Program policies change or limit the incentive payment. The incentive calculation rate and methodology, and the method and timing of disbursement under the Program shall at all times be in SCL's sole discretion, and subject to change without notice.

7. **Environmental or Energy Credits.**

- a) Beginning January 1, 2025, the Participant hereby assigns, transfers, and conveys to SCL all of its right, title, and interest in and to any, all or similar (i) environmental or energy credits and (ii) carbon or emissions credits and any similar pollution allowances generated by the Project including but not limited to any "credit" as defined by RCW 70A.535.010(6) and generated pursuant to RCW Chapter 70A.535 ("Credits") or any future fuel standard credits. The Participant shall not sell, transfer, assign or promise any Credit generated from the Project to any entity other than SCL, unless SCL provides prior written consent and mutual agreement. The Participant is required to execute a written assignment of the Participant's rights and interests to Credits on a form provided or approved by SCL. The Participant may be required to sign a separate authorization to the extent necessary for SCL to comply with local law.
- b) The Participant is required to provide infrastructure, location, use case, and other relevant data necessary for SCL to register the Participant's EVSE. The Participant will provide usage and other relevant data to SCL in a timely manner on a quarterly basis or on a different frequency agreed upon by both parties. The Participant hereby expressly waives any and all customer electrical consumption data protections under SMC 21.49.095 and the Participant authorizes SCL to share usage data with the State of Washington in order for SCL to obtain Credits. For all matters related to environmental or energy credits, including but not limited to registration and reporting, the Participant acknowledges and agrees that the types of data, the means through which the data is stored, shared, or reported; the frequency in which this data is shared with SCL or a designated recipient; and any notification of material change to the funded EVSE may change throughout the duration of this agreement and that the Participant will meet those changes.

8. **Assignment.** This Participation Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. The Participant may assign its rights and interests of any incentive payment to a third-party service provider or contractor that performed the work by completing the Payment Reassignment Form before final payment is sent. The third-party service provider or contractor receiving the incentives and the Participant must both provide their respective Form W-9. The City allows customers to assign incentive payment to the third-party service provider or contractor as a courtesy to customers. This assignment will not alter the issuance of a Form 1099 to the Participant. The City shall not be responsible for any issues, disputes or claims, between the Participant and their third-party service provider or contractor related to the assignment authorized under this agreement nor for any claims or disputes related to the EV charger installation project. By issuing an incentive payment at the Participant's direction, the City is not entering a contract or any other form of agreement with the third-party service provider or contractor. Once incentive payment is issued to the third-party service provider or contractor per the Participant's direction, the City will be unable to re-direct that payment to anyone else, including to the Participant.
9. **Compliance with Laws.** The Participant represents and warrants that the Participant, their agent and employees, or any contractors retained to install or maintain the equipment, are familiar with, and at all times will comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations, Program Manual, Service Agreement and other program policies, terms and conditions, including but not limited to those pertaining to the implementation of EV chargers and supporting infrastructure at the Site Address.
10. **Tax Compliance:** As part of the application process, the Participant is required to provide the Program with a Form W-9. After receiving the Form W-9 from the Participant, the Program will issue a Form 1099 to the Participant for incentive payments made under the Program. It is the Participant's responsibility to determine the tax treatment of funds issued under this Program. The Participant shall be solely responsible for payment of any applicable federal, state, or local income and corporate tax liability associated with the Participant's receipt of the City's incentive payment. By accepting incentive payment, the Participant agrees to fully indemnify and hold the City harmless for all tax consequences resulting from the City making incentive payments to the Participant under the Program.
11. **Public Records Act Compliance.** The City will release documents and records related to this Participation Agreement when the City determines it is required to do so by Washington's Public Records Act, RCW Chapter 42.56, or other disclosure laws. Additionally, as a party contracting with a governmental entity, the Participant may have obligations under disclosure laws. The Participant is responsible for understanding and complying with any applicable disclosure requirements.
12. **The City of Seattle Disclaimer for Program.** The City disclaims, any and all implied or express warranties, including without limitation, any representations or promises with respect to the EVs, EV chargers, materials or labor required for the implementation of the EV chargers on Customer's site, or the cost of such equipment, materials and labor that may accrue from the implementation of such EV chargers. The City makes no implied or express warranties regarding this program, its policies, procedures, its administrative verifications, and/or any owner purchased and/or installed equipment, or equipment installed by a third-party contractor, and specifically disclaims any warranty or merchantability or fitness of such equipment for any particular purpose. Any required maintenance, repair or replacement of the equipment shall be the sole responsibility of, and at the expense of the

Customer. This disclaimer shall survive any cancellation, completion, termination or expiration of the Customer's participation in the program.

13. **Indemnity/Limitation of Liability.**

- a) The Participant acknowledges and agrees: (i) participation in this Program is voluntary, (ii) that the City is providing Advisory Services (through Fleet Assessments or Site Assessments) and/or limited incentive payments for EV chargers, and (iii) that the City assumes no liability for the Participant's decision to enter into this Agreement, for the EV chargers selected by the Participant, any third parties selected by the Participant to implement such EV chargers, or any disputes arising out of repair or replacement of the equipment installed hereunder. To the fullest extent allowed by law, the Participant agrees to release, and defend, indemnify, and hold harmless the City, its departments, subsidiaries, affiliates and officers, directors, employees, agents, representatives or volunteers, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney's fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of any act, omission, fault or negligence of the Participant or any third party selected by the Participant in connection with this Agreement, or the purchase, installation, or use of the equipment applicable under this Agreement, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses are caused by the City's negligence or willful misconduct. The Participant's indemnity, protection, and hold harmless obligations shall include any demand, claim, assignment, suit or judgment for damages to property or injury to or death of persons, or for any incentive payment by the City, or for any payment made under or in connection with any Workers' Compensation law or under any plan for employees' disability and death benefits. The Participant expressly waives by mutual negotiation, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act of any jurisdiction, which would otherwise be applicable in the case of such claim.
- b) To the fullest extent allowed by law, the City's liability shall be limited to paying only the City approved incentive in accordance with this Participation Agreement and the Program's Specifications, Requirements, and other Program policies. The City, and its departments, affiliates and officers, directors, employees, agents, representatives or volunteers shall maintain no liability to the Participant or any other party for any other obligation under the Program. In no event, whether as a result of breach of contract, tort, or any other theory of recovery shall the City be liable in connection with this Participation Agreement or the Program for any or all special, indirect, incidental, penal, punitive or consequential damages of any nature.

14. **Breach.**

- a) If the Participant fails to perform when required any obligation of this Agreement, or otherwise breaches any term of either, SCL may provide written notice to the Participant, specifying the nature of the breach and granting thirty (30) days opportunity after the date of the notice within which such breach must be cured. If a breach is curable but not susceptible to being cured within such thirty (30) days, SCL will allow the Participant an additional period of up to ninety (90) days to cure such breach or such additional time as SCL reasonably determines is necessary and consistent with Project goals, provided that within such thirty (30) days, the Participant has committed in writing to cure the breach and has commenced to cure such breach, and that the Participant diligently and continuously proceeds to cure such breach. The extended period to

cure a breach shall not apply to a breach due to the intentional acts of the Participant, or to a breach of the same nature as one previously cured after notice during the preceding twelve (12) months. Unless the Participant shall fully cure all breaches specified in such notice within the time allowed, the same shall be an "Event of Default." After an Event of Default, SCL may exercise any remedies provided for default in Section 15 of this Agreement and any other remedies at law or in equity. SCL's rights and remedies hereunder are not exclusive, but cumulative, and SCL's exercise of any right or remedy due to the Participant's failure to perform any covenant or condition of this Agreement shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that SCL may have under this Agreement or by law or in equity.

- b) If the Participant (i) assigns or attempts to assign this Agreement (including selling or leasing the Site) without prior written consent from SCL under Section 5 or (ii) terminates or attempts to terminate this Agreement other than as provided in the terms of this Agreement, that shall constitute an Event of Default regardless of whether SCL provides written notice and without requirement that SCL provide a cure period.

15. **Liquidated Damages.** The Participant and SCL agree that the extent or amount of damage to SCL from the Participant's breach of obligations under this Agreement or early termination of this Agreement would be difficult or impossible to estimate accurately. Following an Event of Default or a Participant's failure to meet any of the requirements in Section 5, SCL is entitled to all remedies at law or in equity, including without limitation bringing an action for injunctive relief or specific performance. In addition, and at SCL's sole discretion, it may require Participant to pay liquidated damages equal to 20% of the issued incentive payment per uninstalled EVSE or EVSE not complying with any other requirement in Section 5.
16. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Washington state courts shall have exclusive jurisdiction over any action at law or in equity to enforce the terms and conditions of this Agreement or to resolve any dispute arising out of this Agreement, and King County Superior Court will be the exclusive venue for bringing any such action.
17. **Survivability.** The provisions of Sections 4 and 10-16 shall survive the expiration, termination, or completion of the Customer's participation in the Program. Additionally, Section 7 shall continue in full force and effect in relation to any Credits generated during the Term and/or are attributable to the Incentive Payment in SCL's sole and commercially reasonable determination.
18. **Affirmative Efforts for Inclusion of Women and Minorities.** The Participant affirms that they do not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Participant shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Participant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Participant provides to its employees with spouses. At the City's request, the Participant shall provide complete information and verification of the Participant's compliance

with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement and the City may immediately terminate the Agreement with no further liability to City. Any violation of the mandatory requirements of this section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.42, Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material breach of contract for which the Participant may be subject to damages and sanctions provided for by this Agreement and by applicable law. In the event the Participant is in violation of this Section, the City may immediately terminate the Agreement with no further liability to City. Participant shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

19. **Severability.** If any provision of this Participation Agreement, in whole or in part, is deemed invalid by any court or administrative body of competent jurisdiction, then these provisions shall be construed as reformed to the extent necessary to render such provision valid, and the remaining provisions shall remain in effect as reformed. The Participant and the City agree that all provisions of these Terms and Conditions are severable.

By signing this Participation Agreement, I acknowledge that I have fully read, understand, and agree to be bound by the above Terms and Conditions of this Participation Agreement for participation in the Seattle City Light Transportation Electrification Programs.

I certify or declare, under penalty of perjury, under the laws of the State of Washington that I am the Seattle City Light customer and Program Participant, or the legal property owner, lessee, corporate officer, agent or representative of the business entity listed below, who is authorized on behalf of the Seattle City Light customer and Program Participant, to execute and agree to the terms and conditions of this Participation Agreement for participation in the Seattle City Light Transportation Electrification Programs.

Authorized Signature of Program Participant		Date	
Printed Name of Authorized Signer of Program Participant			
Title			

APPENDIX A. PROPERTY OWNER CO-SIGNATURE

The Property Owner understands their Lessee is voluntarily participating in Seattle City Light’s (“SCL”) Transportation Electrification Programs and understands their Lessee is responsible for activities outlined in this Agreement. The Property Owner gives permission to their Lessee to alter the property to construct and install electric vehicle (“EV”) chargers for use on the property. If the Lessee terminates their lease with the property, the Property Owner agrees to maintain and operate the EV chargers. The Property Owner will work with their Lessee to resolve any issues or concerns regarding the project and Agreement.

By signing this Agreement, I (PROPERTY OWNER) acknowledge that I have fully read and understand the Terms and Conditions of this Agreement which my Lessee will be bound to uphold as a condition to participate in Seattle City Light’s Transportation Electrification Programs.

I (PROPERTY OWNER) acknowledge and agree:

1. My Lessee’s participation in SCL’s Transportation Electrification Programs is voluntary, as set out in Section 4 of this Agreement. SCL assumes no liability for my Lessee’s decision to enter into this Agreement, for the EVSE selected by my Lessee, any third parties selected by my Lessee to install such EVSE and any other equipment in connection with the Project, or any disputes arising out of repair or replacement of the equipment installed hereunder.
2. I understand my Lessee’s EV charging project will alter my property through the installation of the EV charging stations and I authorize my Lessee to install this equipment as proposed and designed under the Agreement between City Light and my Lessee.
3. To the fullest extent allowed by law, the City, its departments, subsidiaries, affiliates and officers, directors, employees, agents, representatives or volunteers will be released, indemnified, and held harmless from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney’s fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in connection with this Agreement or the Project, or the purchase, installation, or use of the equipment in connection with this Agreement, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses are caused by the City’s negligence or willful misconduct.

Authorized Signature of Property Owner:

Date:

Printed Name of Authorized Signer of Property Owner:

Title:

APPENDIX B. FLEET ELECTRIFICATION PROGRAM

Terms and Conditions for the Seattle City Light Fleet Electrification On-Road and Non-Road Electric Vehicle Charger Incentive

Seattle City Light (“City Light”) offers the Fleet Electrification Program, a suite of EV charging infrastructure incentives including the following:

- **On-Road and Non-Road Electric Vehicle Charger Incentives:** to facilitate the installation of qualifying charging equipment and electrical infrastructure for fleets to support on-road electric vehicles and non-road electric equipment.

Terms and Conditions

The following terms and conditions apply to the Charger Incentive:

1. City Light has contracted with ICF Resources L.L.C. (“ICF”) to act as the Program Administrator and authorizes ICF to administer the Fleet Electrification Charger Incentive including such activities, but not limited to, review, processing, and approval of Customer applications; pre- and post-inspections of Customer facilities and project information requests from the Customer; measurement and verification activities; and issuing incentive checks.
2. Incentives are limited to a yearly project site cost cap maximum as shown in Table 1. Incentive caps for applicants are dependent on whether they are a Tier 1 or 2 application:
 - a. Tier 1: Applicants are located outside of overburdened communities and would include any businesses and non-profits not qualified as a small business/nonprofit (see following (b) of this Section), and public (government) entity.
 - i. Overburdened communities, defined by the Healthy Environment for All (HEAL) Act, are geographic areas where vulnerable populations face combined, multiple environmental harms and health impacts. Seattle City Light identifies overburdened communities as those with a score of 9 or 10 on the [Washington State Department of Health’s Environmental Health Disparities map](#).
 - b. Tier 2: Applicants are in overburdened communities or are a Women- and Minority-Owned Business Enterprise (WMBE), a small business, a small non-profit, or a tribal entity.
 - i. A small business/ nonprofit is one that it is owned and operated independently from all other businesses/ organizations and has either fifty or fewer employees; or a gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the Department of Revenue over the previous three consecutive years.
3. For the On-Road and Non-Road Electric Vehicle Charger Incentives, funds are limited, and customer applications are accepted on a first-come, first-served basis. Customer applications must be submitted prior to the date of SDCI’s final project inspections. Incentives for charger equipment and installation costs^{2,3,4}

² Installation costs include the cost of materials and labor associated with the construction and installation of EVSE, behind-the-meter infrastructure, and to-the-meter infrastructure. Installation costs do not include the cost of EVSE itself.

³ In reference to footnote 2, “behind-the-meter infrastructure” refers to electrical equipment and infrastructure which is on the City Light utility customer’s side of the electric meter, most often located on customer-owned property. An example of such infrastructure is the electric panel.

⁴ In reference to footnote 2, “to-the-meter infrastructure” refers to electrical equipment and infrastructure which is on City Light’s side of the electric meter, most often located off of customer-owned property but not exclusively. Examples of such infrastructure include transformers and City Light’s distribution network.

have different cost caps based on the project type as shown in Table 1. Multiple projects are allowed per site per year up to the site cap. Site caps will reset every year. Participants will receive a formal funding reservation letter when the customer application is accepted and approved. At a minimum, Participants must complete their project within 1 year of receiving the funding reservation letter otherwise the funding will be rescinded and reallocated to other program participants. The actual funding reservation expiration date in the letter may be shorter than 1 year depending on the Program’s remaining budget, the Participant’s project scope, and the project’s anticipated construction completion date.

Table 1: On-Road and Non-Road Electric Vehicle Charger Incentive Structure

Tier	Project Type	Minimum Output Power	Per Project Incentive Amount
Tier 1	Forklift Chargers (Rapid or Conventional)	N/A	50% of total project costs up to \$7,500 per site
	Electric Standby Truck Refrigeration Units	480 V	
	240V Outlet & Portable EVSE	6.6 kW	100% of project costs up to \$15,000 per site
	Level 2 EVSE	6.6 kW	50% of total project costs up to \$25,000 per site
	DCFC Equipment	50 kW	50% of total project costs up to \$100,000 per site
Tier 2	Forklift Chargers (Rapid or Conventional)	N/A	100% of total project costs up to \$15,000 per site
	Electric Standby Truck Refrigeration Units	480 V	
	240V Outlet & Portable EVSE	6.6 kW	
	Level 2 EVSE	6.6 kW	100% of total project cost up to \$50,000 per site
	DCFC Equipment	50 kW	100% of total project cost up to \$200,000 per site

- City Light-provided incentive funding will not exceed 100 percent of total project costs, nor will City Light provide funding that contributes more than the total cost of the approved project when also considering funding received from other sources. All customers will be required to report funding received from other sources in addition to City Light programs, and City Light will take this information into consideration when determining appropriate incentive funding amounts. City Light incentives will be calculated based on total remaining project costs after all other funding sources have been applied.
- The Customer may request City Light to issue the incentive payment directly to the third-party service provider or contractor who performs work for the EV Charger Installation. To assign payment to the third-

party service provider or contractor, the Customer must sign an acknowledgement that the incentive payment will be received by the third-party service provider or contractor and not the Customer, and a copy of the third-party service provider or contractor's Form W-9 with Federal Tax ID must be provided. Reassignment will not alter the issuance of a Form 1099 to Participant. The Customer will be responsible for payment of any applicable federal, state, or local income and corporate tax liability associated with the Participant's receipt of the City's incentive payment.

6. The Fleet Electrification Program Manual describes the eligibility requirements for EVSE that may be deployed through the Charger Incentive. The Customer must read and comply with the eligibility requirements incorporated herein by reference. This document also provides information on the design and structure of the charger incentive, including eligibility requirements that the Customer must meet to receive this incentive. See Program Manual for full list of eligible electric non-road equipment and associated charging infrastructure.
7. To be eligible for incentives under the On-Road and Non-Road Electric Vehicle Charger Incentives, the Participant must:
 - a. Be a Seattle City Light commercial (non-residential) account holder or customer.
 - b. Submit a completed Charger Incentive Application and any supplemental documentation that may be requested to verify eligibility before the date of SDCI's final project inspection is completed.
 - c. Have a vehicle fleet that contains at least one vehicle.
 - d. Must provide proof of one of the following for at least one on-road EV or electric non-road equipment which will be charged using the equipment and infrastructure installed through this program:
 - i. An existing EV in the fleet (vehicle registration; purchase or lease receipt with the fleet's business name as the purchaser; photograph of EV with fleet branding).
 - ii. An EV currently on order (purchase or lease receipt with the fleet's name as the purchaser).
 - iii. Written intent to purchase or lease an EV (a letter signed by a fleet representative confirming that the fleet intends to purchase or lease an eligible EV within 6 months of charging equipment and infrastructure construction completion).
 - e. At the time of application, fleets will be required to self-certify in writing whether or not the fleet charging infrastructure installed through this program will also be available for public (non-fleet vehicle) charging. If the charging equipment is intended to be publicly available when the fleet is not using it, the Program team will request proof of additional fleet EVs at a 1:1 vehicle to charger ratio.
 - f. Plan to install charging equipment (or electric-standby infrastructure) on private property within City Light service territory.
 - g. EVSE can be hardwired or portable as long as it meets other minimum requirements. (NRTL certification, etc.)
 - h. Purchase and install charging equipment that meets the Program's eligibility requirements at the Customer's Account Service Address listed on the application.
 - i. Abide by the Program rules, eligibility requirements, and incentive levels in effect at the date of equipment installation.
 - j. Agree to a potential field inspection for verification and/or audit.
 - k. New build/construction projects are eligible for Charger Incentive, but they are only eligible for an incentive on the Level 2 EVSE equipment itself. Conduit, wiring, installation etc. are not eligible for the incentive. New build/construction projects are not eligible for outlet incentives. New construction Participants may apply for Charger Incentive in succeeding years if additional EVSE is installed in future phases.

- l. New build and substantial retrofit construction projects that are required to install a minimum number of EV charging stations and "EV Ready" or "EV Capable" parking spaces are eligible for incentives with restrictions. City Light will only provide an incentive for charging equipment that goes beyond what is required by code. Code requirements vary by project. Participant must provide documentation to prove a project is beyond code and show the differences in costs for items within code vs. beyond code.
 - m. Projects that install additional electrical infrastructure for future EVSE (i.e. "future proofing") are eligible for incentives with restrictions. 50% of the total intended chargers must be installed within 1 year; 100% of the total intended chargers must be installed within 5 years of the initial project construction completion date.
 - n. Every project must be able to track station-specific energy usage data by load management software/hardware, networked charging software, or submetering.
 - o. Each charging port must be operational and active for a minimum of 5 years. A charging port is determined to be operational and active if it is used to dispense electricity to an electric vehicle for an average of 1 hour per day. (i.e. an average of 365 hours of usage per year or 1,600 kWh dispensed per year.)
8. The Customer is solely responsible for the selection of equipment or infrastructure to be installed or implemented and for the selection of a third-party service provider or contractor ("Customer Contractor") to complete the installation and implementation of any equipment or EV chargers. City Light and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance, or effectiveness of the newly installed equipment, including any warranties or merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the contractor or retailer selected by the Customer. City Light and ICF assume no responsibility for oversight of contractor services or for any claims the Customer might have against the Customer Contractor, the manufacturer, or the retailer regarding the EV chargers implemented under the Fleet Electrification Program.
9. City Light reserves the right to inspect each EV charger port to verify compliance with the Terms and Conditions herein. If City Light chooses to inspect an EV charger port, City Light will contact the Customer to schedule the inspection. By signing and submitting the Charger Incentive Application, the Customer agrees to provide City Light and its subcontractors with reasonable access to the project site during normal business hours. The Customer consents to allow City Light or ICF access to EVSE usage data via hardware, software, network, including the charging network or load management, or submetering, if requested.
10. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to City Light. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Fleet Electrification Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
11. City Light, ICF, or their respective agents, consultants, and subcontractors shall not have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any kind in connection with Customer's facility, including without limitation, asbestos, asbestos products, Polychlorinated biphenyls ("PCBs"), or other toxic substances.
12. The terms and conditions set forth herein constitute a complete statement of the Terms and Conditions applicable to this incentive program, and supersede all prior representations or understandings, whether written or oral. City Light shall not be bound by or be liable for any statement, representation, promise,

inducement, or understanding of any kind that is not set forth herein. City Light reserves the right to change or cancel this promotion or its terms and conditions at any time.

APPENDIX C. MULTIFAMILY EV CHARGING PROGRAM

Terms and Conditions for the Seattle City Light Multifamily Electric Vehicle Charger Incentive

Seattle City Light (“City Light”) offers the Multifamily EV Charging Program, a suite of EV charging infrastructure incentives including the following:

- **Charger Incentive**, to facilitate the installation of qualifying EV charging equipment for use by residents of a multifamily property.

Terms and Conditions:

The following terms and conditions apply to the Charger Incentive:

1. City Light has contracted with ICF Resources L.L.C. (“ICF”) to act as the Program Administrator and authorizes ICF to administer the Charger Incentive including such activities, but not limited to, review, processing, and approval of Customer applications; pre- and post-inspections of Customer facilities and project information requests from the Customer; measurement and verification activities; and issuing incentive payments.
2. Incentives are limited to a yearly project site cost cap maximum as shown in Table 2. Incentive caps for applicants are dependent on whether they are a Tier 1 or 2 application:
 - a. Tier 1: Applicants are market-rate housing properties.
 - b. Tier 2: Applicants are affordable housing properties.
 - i. Properties must fulfill the definition of affordable multifamily housing (“affordable housing”): rental properties must have at least 40% of the units be restricted to 60% AMI for 40 years, and for owned units, at least 40% must be restricted to 80% AMI for at least 50 years.
3. For the Charger Incentives, funds are limited, and applications are accepted on a first-come, first-served basis. Customer applications must be submitted prior to the date that final SDCl project inspection is complete. Incentives for project equipment and installation costs^{5,6,7} per affordable housing and market-rate project sites⁸ have different cost caps as shown in Table 2. Multiple projects are allowed per site per year up to the site cap. Site caps will reset every year. Participants will receive a formal funding reservation letter when the customer application is accepted and approved. At a minimum, Participants must complete their project within 1 year of receiving the funding reservation letter otherwise the funding will be rescinded and reallocated to other program participants. The actual funding reservation expiration date in the letter may be shorter than 1 year depending on the Program’s remaining budget, the Participant’s project scope, and the project’s anticipated construction completion date.

⁵ Installation costs include the cost of materials and labor associated with the construction and installation of EVSE, behind-the-meter infrastructure, and to-the-meter infrastructure.

⁶ In reference to footnote 2, “behind-the-meter infrastructure” refers to electrical equipment and infrastructure which is on the City Light utility customer’s side of the electric meter, most often located on customer-owned property. An example of such infrastructure is the electric panel.

⁷ In reference to footnote 2, “to-the-meter infrastructure” refers to electrical equipment and infrastructure which is on City Light’s side of the electric meter, most often located off of customer-owned property but not exclusively. Examples of such infrastructure include transformers and City Light’s distribution network.

⁸ “Project site” refers to a physical location where charging infrastructure is to be installed. Each project site must be represented by a single street address and one or more City Light electric account number(s). Large sites with multiple street addresses may be defined by the land parcel as determined by King County Assessor.

Table 2: Multifamily EV Charging Program Incentive Structure

Tier	Project Type*	Per Project Cap Incentive Amount
Tier 1	120V Outlet (Assigned or Shared Parking)	100% of total project costs up to \$15,000 per site
	240V Outlet (Shared Parking Only)	
	Level 2 [Wall- or Pedestal-Mounted] (Shared Parking Only)	50% of total project costs up to \$25,000 per site
Tier 2	120V Outlet (Assigned or Shared Parking)	100% of total project costs up to \$15,000 per site
	240V Outlet (Shared Parking Only)	
	Level 2 [Wall- or Pedestal-Mounted] (Shared Parking Only)	100% to total project costs up to \$50,000 per site

* For projects installing 120V or 240V outlets, incentive funding only covers the costs related to the installation of the outlet; it does not cover the costs of the charging equipment (charging cord).

4. City Light-provided incentive payment will not exceed 100 percent of total project costs, nor will City Light provide incentive payment that contributes to more than the total cost of the approved project when also considering funding received from other sources. All customers will be required to report funding received from other sources in addition to City Light programs, and City Light will take this information into consideration when determining appropriate incentive payment amounts. City Light incentives will be calculated based on total remaining project costs after all other funding sources have been applied.
5. The Customer may request City Light to issue the incentive payment directly to the third-party service provider or contractor who performs work for the EV Charger Installation. To assign payment to the third-party service provider or contractor, the Customer must sign an acknowledgement that the incentive payment will be received by the third-party service provider or contractor and not the Customer, and a copy of the third-party service provider or contractor’s Form W-9 with Federal Tax ID must be provided. Reassignment will not alter the issuance of a Form 1099 to Participant. The Customer will be responsible for payment of any applicable federal, state, or local income and corporate tax liability associated with the Participant’s receipt of the City’s incentive payment.
6. The Multifamily EV Charging Customer Program Manual describes the eligibility requirements for EVSE that may be deployed to receive a Charger Incentive. The Customer must read and comply with the eligibility requirements incorporated herein by reference. This document also provides information on the design and structure of the charger incentive, including eligibility requirements that the Customer must meet to receive this incentive.
7. To be eligible for the Multifamily EV Charger Incentive, the participant must:
 - a. Be a Seattle City Light account holder or customer.
 - b. Have a multifamily property that has at least five units.
 - c. Submit a completed Charger Incentive Application in the online portal and any supplemental documentation that may be requested to verify eligibility before the date of SDCI’s final project inspection is completed.
 - d. Properties with a governing body, such as a homeowner's association (HOA), committee or board, must submit documentation demonstrating the governing body's approval of EVSE installation and documentation demonstrating that all residents were provided notice of the project. The HOA/ governing body must be the point of contact/ Participant in the program. Individual owner/ resident applications will not be accepted.
 - e. Shared 120V outlet, shared 240V outlet, and all Level 2 EVSE projects must provide a self-certification from the Participant that the equipment and infrastructure installed through this Program is located in an unassigned or common parking spot available to all residents. At the

- time of application, the Participant will be required to self-certify in writing whether or not the charging infrastructure installed through this Program will also be available for public (non-resident) charging.
- f. Purchase and install charging equipment that meets the Program's eligibility requirements at the Customer's Account Service Address listed on the application.
 - g. Abide by the Program rules, eligibility requirements, and incentive levels in effect at the date of equipment installation.
 - h. Install charging equipment on private property within City Light service territory. Program funded EVSE may only charge EVs on private property.
 - i. Agree to a potential field inspection for verification and/or audit.
 - j. New build/construction projects are eligible for Charger Incentive, but they are only eligible for an incentive on the Level 2 EVSE equipment itself. Conduit, wiring, installation etc. are not eligible for the incentive. New build/construction projects are not eligible for outlet incentives. New construction Participants may apply for Charger Incentive in succeeding years if additional EVSE is installed in future phases.
 - a. New build and substantial retrofit construction projects that are required to install a minimum number of EV charging stations and "EV Ready" or "EV Capable" parking spaces are eligible for incentives with restrictions. City Light will only provide an incentive for charging equipment that goes beyond what is required by code. Code requirements vary by project. Participant must provide documentation to prove a project is beyond code and show the differences in costs for items within code vs. beyond code.
 - k. Projects that install additional electrical infrastructure for future EVSE (i.e. "future proofing") are eligible for incentives with restrictions. 50% of the total intended chargers must be installed within 1 year; 100% of the total intended chargers must be installed within 5 years of the initial project construction completion date.
 - l. Every project must be able to track station-specific energy usage data by load management software/hardware, networked charging software, or submetering. (Level 1 outlets are exempt from this requirement.)
 - m. Each charging port must be operational and active for a minimum of 5 years. A charging port is determined to be operational and active if it is used to dispense electricity to an electric vehicle for an average of 1 hour per day. (i.e. an average of 365 hours of usage per year or 1,600 kWh dispensed per year.)
8. The Customer is solely responsible for the selection of equipment or infrastructure to be installed or implemented and for the selection of a third-party service provider or contractor ("Customer Contractor") to complete the installation and implementation of any equipment or EV chargers. City Light and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance, or effectiveness of the newly installed equipment, including any warranties or merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with the contractor or retailer selected by the Customer. City Light and ICF assume no responsibility for oversight of contractor services or for any claims the Customer might have against the Customer Contractor, the manufacturer, or the retailer regarding the EV chargers implemented under the Multifamily EV Charging Program.
 9. City Light reserves the right to inspect each EV charger port and the installation location to verify compliance with the Terms and Conditions herein. If City Light chooses to inspect an EV charger port, City Light will contact the Customer to schedule the inspection. This inspection shall be only for the purposes of determining compliance with Program requirements and does not take the place of any other inspections

required by the City of Seattle or other permitting agencies. By signing and submitting the Multifamily EV Charging Incentive Application, the Customer agrees to provide City Light and its subcontractors with reasonable access to the project site during normal business hours. Customer consents to allow City Light or ICF access to 240V outlet or Level 2 EVSE usage data via hardware, software, network, including the charging network or load management, or submetering, if requested.

10. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all incentive payments determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to City Light. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Multifamily EV Charging Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
11. City Light, ICF, or their respective agents, consultants, and subcontractors shall not have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any kind in connection with Customer's facility, including without limitation, asbestos, asbestos products, Polychlorinated biphenyls ("PCBs"), or other toxic substances.
12. The terms and conditions set forth herein constitute a complete statement of the Terms and Conditions applicable to this incentive program, and supersede all prior representations or understandings, whether written or oral. City Light shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein. City Light reserves the right to change or cancel this incentive program or its terms and conditions at any time.