

Home Electric Vehicle Charging Rider (EVHC) Service Agreement

This Home Electric Vehicle Charging Rider (EVHC) Service Agreement ("Agreement") is made and entered into by and between Madison Gas and Electric Company, hereinafter referred to as "MGE," and the Customer identified below, hereinafter referred to as "Customer." MGE and Customer may be referenced herein individually as "Party" and collectively, "Parties."

Customer Name: _____

Service Address: _____

Email Address: _____

RECITALS

- A. Pursuant to MGE's Home Electric Vehicle Charging Rider (EVHC) ("Rider"), MGE will install and maintain a Level 2 networked electric vehicle ("EV") charging station for use at qualified Customer's residences. The Rider, which is attached as Exhibit A and incorporated herein, contains details about the program.
- B. In exchange, MGE will add a charge to participating Customer's monthly electric bill, view participating Customer's EV charging data, and remotely manage charging activity.
- C. Customer is electing to participate in the Rider pursuant to the terms and conditions herein.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MGE and Customer agree as follows:

1. **Recitals.** The recitals are incorporated herein and made a part of this Agreement.
2. **Installation and Operation of Charging Station.** MGE agrees to install and operate Level 2 (240-volt) EV charging equipment and associated electrical service modifications (collectively the "Charging Station") at the Service Address listed above. MGE will determine placement of the Charging Station at the Service Address. Customer grants MGE and its employees, agents, contractors, and consultants reasonable access to the Service Address in order to install and access the Charging Station and perform MGE's obligations under this Agreement. Customer shall cooperate in good faith with MGE and its contractors with regard to the Charging Station.

3. **MGE Maintenance of Charging Station.** MGE shall provide, at its cost, all necessary maintenance for the Charging Station. Notwithstanding the foregoing, Customer will be liable to MGE for any damage to the Charging Station caused or allowed by Customer including, without limitation, damage caused by Customer's misuse, abuse, removal, transfer, or tampering with the Charging Station or damage caused by vandalism.
4. **Applicable Terms and Conditions.** The use of the Charging Station is governed by the terms and conditions set forth in this Agreement and by MGE's Home Electric Vehicle Charging Experimental Pilot Rider ("Schedule EVHC") and MGE Schedules Rg-1, Rg-2, or Rg-7 ("Residential Service Tariff") which may be amended from time to time by order or approval of the Public Service Commission of Wisconsin ("PSCW"). This Agreement, the Rider, and the Residential Service Tariff are to be considered as one integrated document and shall be binding on the Parties. Upon the PSCW's amendment of the Rider, such amendments shall be considered incorporated herein and made part of this Agreement. MGE and Customer shall comply with their respective obligations under the Rider and Residential Service Tariff.
5. **Cost of Charging Station.**
 - a. The Customer's charge for the Charging Station shall be \$0.66 per day per Charging Station plus applicable sales tax for the Term of this Agreement ("Daily Charge"). MGE will include the Daily Charge for the Charging Station on Customer's first regular utility bill invoiced after the installation date of the Charging Station. MGE will calculate this Daily Charge beginning the day after the date the Charging Station is installed. Customer shall pay the Daily Charge pursuant to MGE's billing terms. The Daily Charge is in addition to and payable according to the same terms as all utility charges associated with the applicable Rate Schedules Rg-1, Rg-2, or Rg-7.
 - b. Customer acknowledges that if there is any excess cost of installation, Customer has received notice of such and shall pay the installation contractor directly for the excess cost.
 - c. For the Term of this Agreement and at Customer's sole expense, Customer shall (i) provide wireless Internet connectivity sufficient for the Charging Station to function and communicate with MGE and MGE's charging network service provider (the "Platform") and (ii) establish and maintain an account with the Platform.
6. **Customer Use.** The Customer shall use MGE's Charging Station only in accordance with the manufacturer's recommendations and releases MGE from any loss or damage caused by the Charging Station or EVs.

7. **Charging Data and Management.** Customer authorizes MGE to manage vehicle charging and view charging patterns of Charging Station users in accordance with the Rider. For example, MGE may remotely control vehicle charging sessions during periods of high demand, high energy cost when renewables are available, and/or testing purposes. Users may opt out of individual managed charging events should they need to charge their vehicle immediately.
8. **Communication with Customer.** Customer authorizes MGE to send the following communications to Customer by any reasonable method, which may include emails or texts: (a) EV news and events and other MGE programs (collectively referred to herein as "Commercial Communications"); (b) transactional and relationship information related to this Agreement (which may be sent by MGE or MGE's charging network service provider); and (c) surveys relating to this Agreement, MGE's charging network service provider, managed charging, EVs, and EV charging. Subsections (b) and (c) are collectively referred to herein as "Transactional Communications." Customer may unsubscribe from Commercial Communications. However, Customer will continue to receive Transactional Communications. Customer agrees to complete any surveys described in Subsection (c) provided that the surveys are sent with reasonable frequency. MGE may use any feedback or information obtained, in any form and for any purpose, from Customer or the Charging Station or Charging Station software, network, or service provider related to use of the Charging Station.
9. **Property Considerations.** MGE is the sole and complete owner of the Charging Station and any of its components. Customer has no right, title, or interest in the Charging Station or any of its components. The Parties intend that the Charging Station remain at all times personal property and not fixtures under applicable law, even if the Charging Station or any part thereof is affixed or attached to real property or any improvements. Customer represents that (a) it is the sole owner of the Service Address and (b) the terms of this Agreement are not in violation of any mortgage or other agreement to which Customer is a party. Customer shall provide MGE thirty (30) days' advance written notice of any sale of the Service Address.
10. **Term and Termination of Agreement.**
 - a. This Agreement is effective on the date the equipment is installed at the Customer's Service Address and will continue in effect for a minimum of ten (10) years ("Initial Term"). After the Initial Term, the Agreement shall continue ("Renewal Term") until either the Customer or MGE terminates the Agreement by written notice. Together, the Initial Term and Renewal Term are referenced as the "Term."

- b. Customer may terminate this Agreement during the Initial Term ("Early Termination") upon thirty (30) days' written notice to MGE. Upon Early Termination, Customer takes ownership of the Charging Station and shall pay the amount specified in the Rider. MGE may also deem an Early Termination to have occurred if, during the Initial Term, (i) Customer moves to different premises, (ii) Customer closes its MGE account, (iii) Customer's utility account becomes sixty (60) days delinquent, or (iv) Customer fails to bring the Charging Station online after multiple attempts at contact by MGE.
 - c. MGE may terminate this Agreement during the Initial Term, at MGE's discretion, upon thirty (30) days' written notice to the Customer. MGE may also terminate the Agreement for safety reasons, by order of any regulatory body, or as a result of Customer violation of this Agreement.
 - d. Upon termination of service under this Rider by MGE or after the end of the Initial Term, MGE may choose to transfer ownership of the Charging Station to Customer or to remove the Charging Station.
 - e. Customer hereby agrees to any transfer of ownership of Charging Station pursuant to this section. As of the date specified in MGE's notice of transfer of ownership, Customer will (a) own all right, title, and interest in the Charging Station; (b) be responsible for using, maintaining, operating, and disposing of the Charging Station pursuant to all state, federal, and local statutes, rules, and codes; and (c) be responsible for all insurance, maintenance, and upkeep of the Charging Station.
11. **Disclaimer.** THE CHARGING STATION IS PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. MGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MGE MAKES NO WARRANTY THAT THE CHARGING STATION WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT USER'S VEHICLES WILL BE CHARGED ON DEMAND.
12. **Limitation of MGE's Liability.** MGE's liability is limited to repair or replacement of the Charging Station at MGE's sole discretion and as may be required by this Agreement. Notwithstanding anything to the contrary contained in this Agreement, to the full extent allowed by applicable law, in no event shall MGE be liable to the Customer for any direct, indirect, incidental, special, consequential, or punitive damages arising out of this Agreement or the transactions contemplated hereunder whether for breach of contract, tort (including negligence), or otherwise and whether or not the Customer has been advised of the possibility of such damages. Customer, on behalf of themselves and their agents, assigns, successors, heirs, and invitees, releases MGE from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the Charging Station, this Agreement, or the Rider.

13. **Notices.** All notices required by this Agreement shall be sent by email with notifications from Customer to MGE addressed to mge@mge.com and notifications from MGE to Customer addressed to the email address set forth above. Either Party may change its email address by sending notice of the change to the other Party at its current email address and specifically referencing this Agreement in its notification.
14. **Miscellaneous.** This Agreement contains the entire agreement between MGE and Customer with respect to the subject matter of this Agreement and supersedes all previous negotiations, agreements, or understandings, whether written or oral. This Agreement is binding on each Party's permitted successors and assigns. This Agreement shall not be amended without the prior written consent signed by MGE and Customer. This Agreement shall be governed by the laws of the State of Wisconsin. MGE and Customer agree that any action or proceeding arising under or relating to this Agreement shall be brought in Circuit Court for Dane County, Wisconsin, which shall have exclusive jurisdiction over such actions or proceedings. MGE and Customer agree to accept electronic signatures on this Agreement and shall accord such electronic signatures full legal force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

CUSTOMER

By: _____

Name: _____

Date: _____

MADISON GAS AND ELECTRIC COMPANY

By: _____

Name: _____

Date: _____

Attachment: Exhibit A - Home Electric Vehicle Charging Rider (EVHC)



Home Electric Vehicle Charging Rider

AVAILABILITY

Service under this voluntary rider is available to residential customers on Rate Schedules Rg-1, Rg-2, Rg-2A, or Rg-7 who contract for service for an initial period of ten (10) years and charge their plug-in electric vehicles (EVs) at home. R

Customers who choose to participate agree to work with the Company to optimize EV charging activities and provide EV charging data such that the Company may analyze energy use, vehicle charging patterns, and reactions to any vehicle charging load management activities. The Customer will also allow the Company to remotely control their vehicle charging sessions during periods of high demand, high energy cost when renewables are available and/or for testing purposes. Users may opt-out of individual managed charging events should they need to charge their vehicle immediately.

Until service is terminated as provided in the agreement between the Company and the Customer, the program rate detailed in the following section will continue.

RATE

All the provisions of the applicable Rg-1, Rg-2, Rg-2A, or Rg-7 rate schedules will apply with the exception that customers served on this rider will have an additional charge of \$0.66000 per day for the use of MGE-owned electric vehicle charging equipment installed at their home. R

CONDITIONS OF DELIVERY

1. Customers using MGE-owned EV charging equipment under this rider must enter into an agreement with the Company.
2. Customers' vehicle charging sessions will be subject to interruption and power reduction. The Company will interrupt/reduce power to test this functionality and its benefit to the power system.
3. Due to the fact this service is optional and increases utility bills, the Company may limit customer participation in the program based on bill payment and collection histories.
4. An independent contractor authorized by the Company will install one (1) level 2 charging station 240-volt SAE J-1772 Charging Dock for use in charging plug-in EVs (hereinafter "Charging Station Dock"). The contractor will also provide labor and material necessary to extend a branch electric circuit from the main electric service panel to provide electricity service to the Charging Station Dock.
5. The Company will have access to its Charging Station Dock that the Company owns and has installed at customer's residence. The Company has general responsibility for maintaining and servicing the Charging Station Dock. However, customer will be liable to the Company for any damage to the Charging Station Dock caused by including, without limitation, customer's removal, transfer, tampering with, misuse or abuse of the Charging Station Dock; vandalism or an act of God.
6. The Company will have the right to inspect the Charging Station Dock and the customer's electric service should customer notify the Company that the Charging Station Dock is not working, and customer will make the customer's premise available to the Company or the Company's contractors for such purposes.
7. The Company will not be liable for any damages sustained by the customer's use of the Charging Dock.



Home Electric Vehicle Charging Rider

CONDITIONS OF DELIVERY (continued)

8. The Customer may terminate service under this Rider during the Initial Term upon thirty (30) days' written notice to the Company, subject to purchasing the Charging Station Dock. The following table provides the buy-out due from Customer based on the number of monthly payments the Customer has made since enrolling:

Buy-Out Payment by Months Enrolled										
Months Enrolled Prior to Exit	1-12	13-24	25-36	37-48	49-60	61-72	73-84	85-96	97-108	109-120
Buy-Out Amount	\$1,440	\$1,340	\$1,230	\$1,110	\$980	\$840	\$690	\$530	\$360	\$180

9. Service under this rate will be furnished only in accordance with the Electric Service Rules and Regulations of the Company.