

## **Idaho Power's Electric Vehicle Supply Equipment (EVSE) Incentive Offering Terms and Conditions**

The terms and conditions herein are applicable to customers ("Participants") in Idaho Power's Electric Vehicle Supply Equipment (EVSE) Incentive Offering ("Offering").

**Purpose:** The purpose of this Offering is to provide a financial incentive ("Incentive") to businesses and municipalities to install EVSE to fuel vehicles for employee, fleet or public use. The goal of the Offering is to facilitate the adoption of electric vehicles (EVs) and transportation electrification and improve adoption, accessibility, and availability of electric vehicles and public charging throughout Idaho Power's service area.

### **Incentive Award:**

Participants may apply for incentives to offset the project costs (equipment and installation costs) for installing EVSE to fuel electric vehicles including, but not limited to passenger electric vehicles, electric buses, electric forklifts, electric trucks, and refrigerated trucking units. EVSE to fuel electric bikes, scooters, all-terrain vehicles, and motorcycles are not eligible for an incentive.

Total incentive paid will be equal to or less than the total cost of the station plus installation

### **Funding levels are as follows:**

**EVSE for Passenger Vehicles:** 50 percent of project costs up to \$7,500 per site for Level 1 and 2 charging for passenger vehicles. Limit \$15,000 per customer per year.

**EVSE for Forklifts:** 50 percent of project costs up to \$7,500. Limit \$7,500 per customer per year.

**EVSE for other Transportation Electrification Technologies:** 50 percent of the project costs, up to \$20,000 per site for EVSE to support other technologies including public DC fast charging and EVSE for fleet vehicles including buses, refrigerated trucking, sanitation trucks, airport supply equipment. Award amount depends on total project costs, type of project, location, energy use and profile, and promotional opportunity. Vehicle purchase or vehicle retrofit costs not eligible. Limit \$20,000 per customer per year.

**Because funding is limited, an application is not a guarantee of funding. Awards will be made as funding allows.**

### **Technical Requirements**

EVSE for passenger vehicles

- EVSE may be Level 1 (120 volt (V)), Level 2 (208/240 V) or DC Fast Charging (480 V), single or dual port. Must be UL listed and use an SAE J1772 connector for connection to the vehicle for Level 1 and Level 2 charging. DC Fast Charging connectors can be either CHAdeMO or SAE J1772 Combo connectors. In certain circumstances, DCFC projects must have both DCFC port options.
- EVSE must be connected to a dedicated circuit.
- EVSE must be new. Used equipment is not eligible for an Incentive payment.

- Participants ensure the project complies with all applicable laws, including without limitation federal, state and local safety, building and environmental rules, ordinances, codes, regulations, and accepted industry standards.

Other vehicle types:

- EVSE must meet the specifications for the vehicle type.
- EVSE must be new. Used equipment is not eligible for an Incentive payment.
- Participants ensure the project complies with all applicable laws, including without limitation federal, state and local safety, building and environmental rules, ordinances, codes, regulations, and accepted industry standards.

**Eligibility:** Eligible Participants include, but are not limited to healthcare, retail, industrial, office buildings, churches, municipalities, and mixed-use developments. To be eligible, Participants must meet the following criteria:

- Be an Idaho Power customer taking service under Rate 07, 09, 19, 24, or a Special Contract. Customer is defined as any subsidiary or affiliates or companies that fall under a single-parent company. An affiliate or subsidiary includes any entity in which a company owns more than a five percent interest or over which a company exercises management control;
- Be a legal business with a minimum of 10 employees or customers per day and at least five (5) dedicated parking spaces;
- Own the property, or have the express written permission of the property owner or any other joint owner in the property to install the EVSE;
- Fully fund the project, including full EVSE and installation costs, without the receipt of an Incentive;
- Complete the installation of the EVSE on or before November 15, 2021; and
- Submit an application in compliance with these terms and conditions.

Eligibility for participation in the Offering and submission of a completed Application does not guarantee the receipt of an Incentive. Regardless of whether they meet the previous eligibility requirements or not, the following are not eligible for participation in the Offering:

- Employees or temporary employees of IDACORP, Inc., Idaho Power Company (“Idaho Power”), or its entity affiliates and the immediate family members or persons living in the same household (whether or not related) of such persons;
- Home-based businesses, home-based charging, or EVSE to be installed for use by a single employee in lieu of home-based charging;
- Third-party vendors or businesses engaged in the EV charging business;
- Recreational vehicle (“RV”) parks, mobile home parks, or campgrounds;
- Projects used to support electric bikes, scooters, ATVs, or motorcycles.
- Any Applications of prospective Participants that to any degree include the following:
  - Suggest the legalization or promote the use of any illegal, lewd, violent, or otherwise inappropriate activity.

- Are inconsistent with the Terms and Conditions or a corporate policy of Idaho Power;
- Discriminate against, disparage or denigrate any race, age, gender, disability, sexual orientation, sexual identity, ethnicity, religion, political orientation, national origin, ancestry, marital status, veteran status, or mental or physical disability;
- Imply or propose a project would directly or principally benefit one specific individual (as opposed to the identified community as a whole); or
- Contain any copyrighted works, commercial products, company trademarks or intellectual property in any manner which Idaho Power deems may violate the rights of a third party.

Idaho Power reserves the right to deny an Application or cancel any award and to take any further action it desires if Idaho Power determines, in its sole discretion, that Participants may engage, engaged or participated in any fraudulent activity at any time in connection with submission of an Application or during the Incentive Offering.

IDAHO POWER RESERVES THE RIGHT TO SELECT, IN ITS SOLE DISCRETION, THE PROSPECTIVE PARTICIPANTS THAT WILL BE INCENTIVE RECIPIENTS AND THE DOLLAR AMOUNT OF INCENTIVE AWARDS TO EACH PARTICIPANT CHOSEN BY IDAHO POWER. EACH PARTICIPANT WILL BE BOUND BY THE DECISIONS OF IDAHO POWER, WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS AND NOT SUBJECT TO CHALLENGE ON ANY BASIS. A PARTICIPANT MAY DECLINE TO RECEIVE AN INCENTIVE.

**Tax Liability:** Participant shall be responsible for any tax liability that results from the Incentive payment. Taxpayer identification numbers are required from each Participant. Incentive payments greater than \$500 shall be reported to the U.S. Internal Revenue Service.

**No Endorsement:** Idaho Power does not endorse any particular manufacturer, product, system design, contractor, or design professional. Opinions and views expressed by Participants are not necessarily those of Idaho Power or its employees or affiliates.

**Process:**

1. Submit an EVSE Incentive Application with sections one (1) and two (2) filled out. Idaho Power will review for eligibility in the order applications are received. Successful Participants will be notified within ten (10) business days.
2. Install your EVSE. EVSE must be installed between January 1, 2021 and November 15, 2021.
  - a Projects not complete by November 15, 2021 may still be considered if:
    - i EVSE equipment has been purchased and delivered to site by November 15, 2021.
    - ii Equipment and installation expenditures as of November 15, 2021 exceed two (2) times the incentive amount requested. Expenditures may not include payments to Idaho Power for site upgrades.
    - iii Supporting documentation of expenditures is provided and may include, but is not limited to paid equipment invoices, paid permit fees, paid contractor services.
    - iv Customer can provide reasoning for delay and a project completion timeline.
    - v Project will be completed by March 31, 2022.

3. Submit final documentation. Once installed, Participants must fill out Section three (3) of the application, submit completed application and copy of EVSE invoice, sales slip or other documentation itemizing the equipment purchased and proof of installation (i.e., photo) to Idaho Power, EVSE Incentive, PO Box 70., Boise, ID 83707 or email to [ev@idahopower.com](mailto:ev@idahopower.com). All required paperwork must be received by Idaho Power no later than November 15, 2021, to receive an Incentive. Checks will be processed within four (4) weeks of receipt.

**Verification:** All EVSE installed under this Offering are subject to visual verification by Idaho Power or its contractor. Such visual verification is not an inspection and offers no warranty or implication of a warranty for any purpose. If a Participant's installation is selected for visual verification, such Participant will be contacted by an Idaho Power representative to schedule an appointment. By signing and submitting the enrollment application, the Participant agrees to provide an Idaho Power representative reasonable access to the installation site during normal business hours. If the visual verification discovers that the EVSE has not been installed, the Incentive will not be paid and, if the Incentive has already been issued, the Participant will be billed for repayment of the Incentive to Idaho Power.

**Metering: Idaho Power reserves the right to submeter specific projects for research purposes. Submetering costs will be borne by Idaho Power.**

**Copyright/Trademarks:** Idaho Power, the Idaho Power logo, and the related logos, slogans, graphics, page headers and service names displayed on the EVSE Incentive Offering are trademarks of Idaho Power or its affiliates. Use or reproduction without permission is strictly prohibited. All items in or on EVSE Incentive Offering supplied by Idaho Power, including, but not limited to, text, images, graphics, audio, and video, may not be used, reproduced, displayed, or modified without the prior written permission of Idaho Power. Idaho Power's trademarks and trade dress may not be used in connection with any service that is not owned by Idaho Power, may not be used in any manner that is likely to cause confusion among customers, and may not be used in any manner that disparages or discredits Idaho Power. If a Participant would like to jointly market or promote the EVSE or use Idaho Power's logo or trademarks in advertisements, written permission is required. Contact Idaho Power Corporate Communications at 208-388-5361.

**Indemnity:** Participant represents and warrants to Idaho Power that its use of the Offering does and will comply at all times with these Terms and Conditions. Participant agrees to indemnify, hold harmless, reimburse, and defend Idaho Power, its parent company, affiliates, subsidiaries, directors, officers, employees, agents, representatives, successors and assigns of each for and against any claims, demands, damages, losses, expense, and liabilities from third parties (including reasonable attorneys fees and costs) arising from Participant's participation in this offering or Participant's breach of these Terms and Conditions.

**Disclaimer of Warranties:** IDAHO POWER NEITHER EXPRESSLY NOR IMPLICITLY WARRANTS THE PERFORMANCE OF INSTALLED EQUIPMENT OR ANY PART OF THE OFFERING. PARTICIPANT UNDERSTANDS THAT WHILE IDAHO POWER MAY PROVIDE AN INCENTIVE PAYMENT FOR INSTALLATION OF EVSE, IDAHO POWER IS NOT LIABLE OR RESPONSIBLE FOR THE PROPER COMPLETION OF THE WORK PERFORMED, THE PROPER PERFORMANCE OF ANY EQUIPMENT PURCHASE OR ANY OTHER ASPECT OF THE OFFERING. PARTICIPANT SHALL CONTACT THEIR CONTRACTOR FOR DETAILS REGARDING EQUIPMENT WARRANTIES. IDAHO POWER OFFERS NO WARRANTY RELATED TO THE OFFERING.

**Limitation of Liability and Release of Liability:** NEITHER IDAHO POWER NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS SHALL BE LIABLE TO PARTICIPANT OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGE CAUSED IN ANY PART BY PARTICIPANT'S PARTICIPATION IN THE INCENTIVE OFFERING, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT AGREES THAT PARTICIPANT'S PARTICIPATION IN INCENTIVE OFFERING IS AT PARTICIPANT'S SOLE RISK. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PARTICIPANT.

**Applicable Law and Disputes:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Idaho (without reference to its choice of law provisions), as they apply to agreements made and performed in the State of Idaho. All disputes concerning these Terms and Conditions shall be heard in either the Judicial District Courts of the State of Idaho or the United States District Court for the District of Idaho, and each of the parties hereby waives any objection that it may have to the exclusive venue in such courts.

**Entire Agreement and Severability; Survival of Terms:** These Terms and Conditions constitute the entire agreement with Idaho Power with respect to Participant's participation in the EVSE Incentive Offering. If any provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

**Record Keeping and Changes to These Terms and Conditions:** Idaho Power is not responsible for archiving or storing any Applications. If desired, Participant should retain a copy of the Applications for its own records. Idaho Power reserves the right to modify these Terms and Conditions from time to time without notice. Participants are responsible for regularly reviewing these Terms and Conditions so that each Participant will be apprised of any changes. Idaho Power reserves the right to modify, suspend, discontinue, or permanently cancel the Offering for any reason, and without notice, without liability to Participant or any third party.

**License to Use Applications and Content:** By accepting funding, Participant grants Idaho Power and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license (with the right to sublicense) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute (through multiple tiers) and display, without compensation of any form, such Content as part of the Incentive Offering and in all media whatsoever, without limitation as to geographic scope, duration, or frequency of usage that are used by Idaho Power or its agents in connection with the promotion, marketing, use, or expansion of the Incentive Offering, or for any other purposes as Idaho Power or its affiliates may elect in connection with its business or marketing and promotion efforts or otherwise.

Participant represents to Idaho Power that Participant owns all Applications and Content provided to Idaho Power in connection with the Incentive Offering and/or has the unencumbered legal right to grant the above-referenced license with respect to all such Content provided. Participant further represents to Idaho Power that such Applications and Content do not infringe any third-party copyrights or other third-party intellectual property rights.

If a Participant has specific security concerns regarding use of its business in Idaho Power marketing materials, such Participant may request an exception to this term.

**If Participant Does Not Agree:** IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO A PROSPECTIVE PARTICIPANT IN FULL, THEN SUCH PROSPECTIVE PARTICIPANT MUST EITHER REFRAIN FROM SUBMITTING OR IMMEDIATELY WITHDRAW ITS APPLICATION FOR THE OFFERING.