

# Commercial Electric Vehicle (EV) Charging Station Incentive Program

Application Terms & Conditions and Final Payment Agreement

#### Definitions

- Confidential Information non-public information that is disclosed by one party to the other party in connection with the EVSE project irrespective of the format in which the information is provided. "Confidential Information" does not include information which: (a) is, or subsequent to disclosure becomes, part of the public domain through no fault of the receiving party; (b) is lawfully disclosed to the receiving party by a third party which, to the knowledge of the receiving party; (c) was lawfully in the possession of the receiving party prior to disclosure by the disclosing party; or (d) is lawfully and independently developed by the receiving party without use of the Confidential Information disclosed by the disclosing party.
- EVSE Electric vehicle supply equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.
- EVSE Package(s) EVSE hardware, software, and network services approved for the EV Charging Station Incentive Program. Program includes both Level 2 and DC Fast Charging EVSE Packages.
- EV Service Connection Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system.
- EV Supply Infrastructure Infrastructure from the meter, but not including the meter, to the EVSE, this may include an electrical panel, cable and conduit necessary to deliver power to the EVSE.
- Final Application Application submitted with actual project costs and required documentation when project is completed
- Government-owned Property Municipal, state, or federal government owned property or property for which the government has a property interest such as an easement or lease.
- Low Income Census tracts in AEP Ohio's service territory where 50% of households have income less than two times the federal poverty threshold as defined by 2011 – 2015 American Community Survey (ACS).
- Multi-Unit Dwelling Apartments, condominiums or mixed residential locations with a minimum of five units.
- Operations and Maintenance (O&M): includes but not limited to network fees, replacement of parts and associated services necessary to keep the EVSE operational.
- Port The part of the charging station that connects to the

Electric Vehicle.

- Publicly Available Facilities that are open and accessible to the public 24/7 where the host location is not a Workplace facility.
- Site Host The entity participating in the EV Charging Station Incentive Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for AEP Ohio and will be responsible for paying for the energy delivered to the EVSE Package.
- Workplace Office complex or other work venue where the overwhelming majority of EVSE users are likely to be employees or tenants of the Site Host.

#### **Program and Project Eligibility**

Incentives are available to all non-residential accounts that receive their electricity over AEP Ohio wires, regardless from which retail electric supplier the customer has chosen to purchase power. All participants are subject to the terms and conditions of the EV program approved by the Public Utilities Commission of Ohio in Case Nos. 16-1852-EL-SSO et al. ("PUCO-approved Program") and any conflict between the terms and conditions in this document and the PUCOapproved Program will be resolved in favor of the PUCOapproved Program. A customer may neither apply for nor receive incentives for the same measure, equipment or service from more than one electric distribution utility.

Project requirements under the AEP Ohio EV Charging Incentives Program include the following:

- Projects must involve a new installation and be contained on the approved EVSE Package list.
- All equipment must be new.
- All installed equipment must meet program specifications and meet or exceed state, federal and local codes and requirements.
- All installed equipment must be separately measured by an AEP Ohio installed meter for the purposes of data collection.
- Equipment must be installed and operating prior to submitting a Final Application for an incentive. The capital improvements must be purchased or leased for the life of the EVSE.
- AEP Ohio will issue incentive payments in the form of checks, not utility bill credits.

Except as required by governmental or regulatory authorities, Confidential Information contained in any documents associated with this application will be protected from public filings. However, AEP Ohio may disclose the Confidential Information of the Site Host to the Public Utilities Commission of Ohio ("PUCO") and AEP Ohio's independent evaluators for further review and approval.

#### Electric Vehicle (EV) Charging Station Incentive Program Application Terms & Conditions and Final Payment Agreement





#### **Incentive Payment Limits**

Incentive levels are provided in the individual program applications for the AEP Ohio EV Charging Station Incentive Programs. All incentives are paid as a one-time incentive.

Level 2 EVSE Packages have a maximum incentive of \$50,000 or the following per Port and per project cost caps. Incentives are limited to 6 Ports per Site Host and associated affiliates and will be the lesser of the cost profiled below.

LEVEL 2 CHARGING STATION INCENTIVES				
Installation Category	Per Port Cap	Project Cost Cap	Maximum Rebate	
Publicly Available (Government owned Property)	\$10,000	100%	\$50,000	
Publicly Available (Non-Government owned Property)	\$10,000	80%	\$50,000	
Workplace	\$5,000	50%	\$30,000	
Multi-Unit Dwelling	\$7,500	75%	\$45,000	
Low Income (subset of Installation Category)	per Installation Category	100%	per Installation Category	

DC Fast Charging EVSE Packages have a maximum incentive of \$150,000 or the following per EVSE and per Project Cost caps. Incentives are limited to 2 stations per Site Host and associated affiliates and will be the lesser of the cost profiled below.

DC FAST CHARGING STATION INCENTIVES				
Installation Category	Per EVSE Cap	Project Cost Cap	Maximum Rebate	
Publicly Available (Government owned Property)	\$100,000	100%	\$150,000	
Publicly Available (Non-Government owned Property)	\$50,000	80%	\$100,000	
Low Income (subset of Installation Category)	per Installation Category	100%	per Installation Category	

## **EV Drivers Right to Access**

Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Charging Station Incentive Program, Site Host decides whether to make the EVSE available to the general public.

## **CUSTOM PRICING INFORMATION**

Site Host can determine any pricing required of EV drivers to charge their vehicle, however the Site Host is required to submit to AEP Ohio the prices and fees it will implement at its location and any communication of pricing and fees.

# **Duty to Notify**

Site Host has a duty to promptly notify AEP Ohio when Site Host becomes aware of any unsafe, inoperable or damaged equipment including equipment defaced or otherwise marked by graffiti. In addition, Site Host shall promptly report all claims and/or incidents to AEP Ohio or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host.

# **Accessibility Requirements**

The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and Ohio Building Standards. Site Hosts are responsible for the costs of complying with these standards as they relate to the installation of EVSE and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

# **EVSE** Operation and Maintenance

The Site Host is required to maintain the EVSE for the full 4 years from the operational date of the EVSE. Site Host will pay all Operations and Maintenance costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of AEP Ohio for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear accepted, and will promptly notify AEP Ohio of any

problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. Uninterrupted service is not guaranteed, and AEP Ohio may interrupt service when necessary to ensure safety or to perform maintenance. AEP Ohio will use reasonable efforts to notify Site Host in advance of interruptions to service.

## **EVSE Co-Branding**

Site hosts will be allowed co-branding opportunities on incentivized EVSE Packages. Each EVSE will be required to display the AEP Ohio logo. AEP Ohio will work with Site Hosts to ensure consistency with brand guidelines to ensure parties are represented. AEP Ohio reserves the right to remove logo subject to our discretion at any time, for any reason.

#### **Application Review Process**

Applications are not a guarantee of program acceptance and incentive payment. AEP Ohio will review applications for eligibility and completeness. Completed applications will be reviewed in the order received. Funds are reserved for the project when AEP Ohio receives a complete application and determines that the project meets the program eligibility requirements. Applicants who submit incomplete applications will be notified of deficiencies upon review of the application and may lose their place in the review process until all requested information is received. Applications must be completed and all information received to begin processing. Applicants are encouraged to call or contact the program team at 1-833-644-6382 (833-OHIOEVC) or OhioEVCharging@aep.com with any questions about documentation requirements.

#### **Pre-Approval Application**

All EV Charging Station Incentive Program projects require pre-approval. It is always a best practice to contact the program team if assistance is needed preparing a preapproval application for submittal.

A pre-approval application is not a guarantee of an incentive; the actual incentive will be based on eligible project costs as determined in the Final Application. Funds are reserved for 90 days, unless an applicant is granted an extension. The program team reserves the right to contact the customer before the reservation expiration date to ensure that the project is moving forward. If the project is not underway, the reservation may be cancelled.

#### **Electric Vehicle Service Equipment Package**

Upon pre-approval of application by AEP Ohio, Site Host shall select and procure one EVSE Package from the AEP Ohio approved list of qualified vendors accessed through the EV

Charging Station Incentive Program website. In all cases AEP Ohio is responsible for the EV Service Connection. Site Hosts are responsible for coordinating and installing the EV Supply Infrastructure at the site. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by AEP Ohio. Site Host acknowledges that AEP Ohio makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that AEP Ohio has no liability whatsoever concerning the quality and safety of such products.

#### **Final Application**

The Final Application for projects should be submitted within 60 days after project completion. A signed application with supporting project documentation verifying project installation and capital improvements must be submitted to AEP Ohio prior to application approval. Project documentation, such as (but not limited to) copies of dated invoices for the purchase and installation of the EVSE Package, equipment specification sheets, complete application and W-9 forms (LLC, individual, partnership, property management companies), is required. The location or business name on the invoice must be consistent with the application information. Requested information such as proof of project completion could include equipment purchase dates, installation dates, proof that equipment is operational, manufacturer specifications, warranty information, photo invoices and proof of owner copayment.

AEP Ohio reserves the right to request additional supporting documentation as deemed necessary to ensure program eligibility.

#### Inspections

The AEP Ohio EV Charging Incentive Program reserves the right to have its representatives inspect all projects to verify compliance with the program rules and the accuracy of project documentation. This may include pre-installation and/or post-installation inspections, verification of installed equipment, metering, data collection, interviews and utility bill data analyses or monitoring data analysis. Site Hosts are required to allow access to project documents and the facility where the EVSE Packages are installed for a period of four years after receipt of incentive payment from AEP Ohio. In the event an EVSE installation is turned over to a new account holder/owner before AEP Ohio has officially verified incentivized equipment, Site Host shall include in the agreement transferring control of the EVSE installation AEP Ohio's right to verify incentivized equipment and AEP Ohio's right to do so under new ownership. The Site Host understands and agrees that program installations may also be subject to inspections by the PUCO, its designee or AEP's independent evaluators, and photographs of installation may be required.



#### **Tax Liability**

Incentives are taxable and, if more than \$600, will be reported to the IRS unless the Site Host is exempt. AEP Ohio is not responsible for any taxes that may be imposed on Site Host as a result of its receipt of payment. A W-9 for LLC, individual, partnership and property management companies must be provided with all applications.

#### Disclaimer

AEP Ohio does not guarantee the performance of operation of the EVSE Package and expressly disclaims all warranties, whether expressed or implied, including without limitation all warranties of merchantability and of fitness for a particular purpose. AEP Ohio has no obligations regarding and does not endorse or guarantee any claims, promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any EVSE Packages. AEP Ohio is not responsible for the proper disposal/recycling of any waste generated as a result of this project. AEP Ohio is not liable for any damage caused by the operation or malfunction of the installed equipment.

#### Permission to Use Data

Site Host grants AEP Ohio, its agents and representatives the unrestricted right to access and use all data gathered as part of the EV Charging Station Incentive Program for AEP Ohio, its agents and representative, use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

#### Representations

Site Host understands that its participation in EV Charging Station Incentive Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host. AEP Ohio. or their affiliates. contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant the easement, or (ii) it is the authorized manager of the proposed EV Charging Station Incentive Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Charging Station Incentive Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant the easement.



#### Changes

AEP Ohio may initiate changes to the EV Charging Station Incentive Program as necessary to comply with PUCO directives. AEP Ohio shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the EV Charging Station Incentive Program subject to the conditions outlined in the section Site Host Removal or Termination.

#### **Compliance with Laws**

All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Charging Station Incentive Program and/or Site Host's interactions with customers in connection with the EV Charging Station Incentive Program.

## Failure to Comply with Terms and Conditions

Without limitation, and to the greatest extent allowed by law, AEP Ohio reserves the right to seek damages and recovery for losses incurred due to any breach of the EV Charging Station Incentive Program terms and conditions on the part of Site Host, whether intentional or unintentional.

#### Relocations

Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Charging Station Incentive Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by AEP Ohio, Site Host shall include the legal description of the new location.

# **AEP Ohio Termination or Suspension**

AEP Ohio may terminate, or for any duration suspend, Site Host's participation in the EV Charging Station Incentive Program, or operation of EVSE, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Charging Station Incentive Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Charging Station Incentive Program or AEP Ohio's ratepayers.

#### **Site Host Removal or Termination**

Should Site Host request removal of the EVSE or terminate its participation in the EV Charging Station Incentive Program prior to four (4) years from the operational date of the EVSE, Site Host shall bear full cost and sole expense of such

removal as well as actual costs, as circumstances may dictate, for losses incurred by AEP Ohio on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

#### Indemnification

Non-governmental Site Hosts shall indemnify, hold harmless and defend AEP Ohio, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of AEP Ohio or Site Host; (ii) injury to property or other interests of AEP Ohio, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of AEP Ohio, its officers, managers, or employees. Site Host shall, on AEP Ohio's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to AEP Ohio. Site Host shall pay all costs and expenses that may be incurred by AEP Ohio in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each party was represented by counsel in the negotiation and execution of this Agreement. AEP Ohio represents and warrants that it has indemnification language in its contract with any third party who AEP Ohio may send to perform work on Site Host's physical site. AEP Ohio agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site. Owner retains the right to bring a claim against a governmental entity, in accordance with the appropriate statutory remedy for resolving such claims, for claims arising out of the negligent acts or omissions of the governmental entity.

#### **Insurance Requirements**

Site Host shall procure, carry and maintain the following insurance coverage:

A. Personal or Commercial General Liability

- The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, property damage and personal injury.
- 2. Coverage shall: a) By endorsement add AEP Ohio, its directors, officers, agents and employees as additional



insureds with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and noncontributory to any insurance or self-insurance maintained by AEP Ohio.

B. Additional Insurance Provisions

- 1. Before commencing performance of work under this Agreement, Site Host shall furnish AEP Ohio with certificates of insurance and endorsements of all required insurance for Site Host.
- 2. AEP Ohio may inspect the original policies at any time.
- 3. Upon request, Site Host shall furnish AEP Ohio evidence of insurance for Site Host's agents or contractors.

# Casualty

If all or any portion of the EVSE or the Site Host's property are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "Casualty"), Site Host shall have the right to terminate the Agreement by written notice to AEP Ohio in which event the Agreement shall terminate on the date that is 10 days after the receipt of termination notice by AEP Ohio. In the event of any Casualty which materially and adversely affects the operation of the EVSE, AEP Ohio shall have the right to terminate the Agreement by written notice to Site Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of AEP Ohio's termination notice and AEP Ohio may elect to remove or replace the EVSE from the Site Host's property.

# **Dispute Resolution**

After attempting in good faith to resolve a dispute, a party may request voluntary mediation by written notice to the other party. If the other party agrees to participate in the mediation, the mediation shall be conducted by a mutuallyagreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations in accordance with Ohio Evid. R. 408, which is incorporated herein by reference.

#### **No Partnership**

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render AEP Ohio and Site Host liable as partners, co-venturers or principals.

#### Enforceability

If any of the provisions, or application of any of the provisions, of this Agreement are held to be illegal or invalid

by a court of competent jurisdiction or arbitrator/mediator, AEP Ohio and Site Host shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Agreement.

The laws of the State of Ohio shall govern the Agreement. The parties agrees that all actions and proceedings brought by one party against the other party shall be litigated in courts located in the Franklin County, Ohio. The parties agree that such courts are convenient forums and they irrevocably submits to the personal jurisdiction of such courts. Each party waives personal service of process and consents to service of process by certified or registered mail at the address designated for receiving notices under the Agreement.

#### Integration

This Agreement, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Agreement. This Agreement has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

#### Survival

The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

#### **Force Majeure**

Neither party shall be in breach of the Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting party ("Force Majeure Event"), provided that the delayed or defaulting party immediately notifies the other party of the Force Majeure Event, an estimate of the duration of the Force Majeure Event, and the delaying or defaulting



party's plan to mitigate the effects of the delay or default.

#### **Affiliated Companies**

Any indemnification of AEP Ohio and any limitation of AEP Ohio's liability shall to the same extent apply to AEP Ohio's directors, officers, employees, agents and affiliated companies (including any joint ventures of which AEP Ohio or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof. The affiliated companies of the American Electric Power System are severally and not jointly liable for obligations arising hereunder.

# **Electronic Signatures**

Each party agrees that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

#### Notices

Each party shall designate a representative for the receipt of notices, which may be changed from time to time. All notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, e-mail or U.S. mail. Notices shall be effective upon receipt, or such later date specified in the notice. Notices given to AEP Ohio shall be addressed to:

AEP Ohio EV Charging Station Incentive Program 700 Morrison Road Gahanna, Ohio 43230

# FINAL PAYMENT AGREEMENT



I understand that the Final Application and all required documentation must be received by the AEP Ohio EV Charging Station Incentive Program within 60 days of project completion (the "Final Application Deadline"). Applications received more than 60 days after installation may render this application ineligible, unless an extension has been granted in writing. All equipment must be purchased, installed and fully operational prior to submitting the Final Application.

I understand that AEP Ohio or its representatives have the right to ask for additional information at any time. AEP Ohio EV Charging Station Incentive Program will make the final determination of incentive levels for this project.

I understand that this project must involve an approved EVSE Package.

I understand that once the project is complete, I will resend (for any application that was originally submitted as a Pre-approval application) the Final Application with any as-built changes along with the signed Final Payment Agreement. As an eligible AEP Ohio account holder, I certify that decisions to acquire and install the indicated EVSE Packages, which will be demonstrated with supporting documentation required by AEP Ohio, were made after pre-approval was received, and that work was completed on this project on or before the Final Application Deadline.

I understand that the location and business name on the project documentation must be consistent with the application information. Project documentation, and details of EVSE Package installation are included. Documentation indicating project completion dates prior to the eligibility date, may render this application ineligible. I understand that all submissions become the property of AEP Ohio. (It is recommended to keep a copy of the application for your records.)

I agree that if: (1) I do not install the related EVSE Package(s) identified in my application or (2) I remove the related EVSE Package(s) identified in my application before a period of four (4) years then I shall refund a prorated amount of incentive funds to AEP Ohio based on the actual period of time for which the related EVSE Package(s) were installed and operating (or the full amount, if the EVSE Package was never installed). I understand that AEP Ohio or its representatives have the right to ask for additional information at any time. AEP Ohio EV Charging Station Incentive Program will make the final determination on incentive payments for this project.

I agree to be responsible to comply with any applicable codes or ordinances. I understand it is my responsibility to be aware of any applicable codes or ordinances. I agree to verification by the utility or its representatives of sales transactions, equipment installation and performance testing. I understand that these incentives are available to all nonresidential accounts that receive their electricity over AEP Ohio wires, regardless from which retail electric supplier the Site Host has chosen to purchase power.

I understand that AEP Ohio reserves the right to refuse payment and participation if the Site Host or contractor violates program rules and requirements. AEP Ohio is not liable for incentives promised to Site Hosts as a result of misrepresentation of the program.

I understand that AEP Ohio does not guarantee and does not make any warranties associated with the EVSE Package(s) eligible for incentives under this program. Furthermore, AEP Ohio has no obligations regarding promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any EVSE Package and does not endorse or guarantee same.

I understand that in the event the application receives preapproval and funds are reserved based upon the application, such pre-approval or reservation, including the specific dollar amount of reservation, does not represent a guarantee that such funds will be paid. Payment of incentives will be based upon the final review of the application and program terms and conditions, as well as the availability of funds.

I understand that the program has a limited budget. Applications will be processed until allocated funds are reserved or spent.

I certify that the information on this application is true and correct and that the taxpayer ID number, tax status and W-9 are the applicant's. I understand that incentives exceeding \$600 will be reported to the IRS, unless the payee is exempt.

I understand that the program may be modified or terminated at any time without prior notice.

I understand and agree that all other terms and conditions as specified in the application, including all attachments and exhibits attached to this application, will serve as a contract for the Site Host's commitment to AEP Ohio and shall apply.