



Residential Electric Vehicle Charger Make Ready Rebate Program **Terms and Conditions**

The Rebate Program is offered by BEMC to members who qualify to participate in the program; hereinafter referred to as “Participant”. The Terms and Conditions (these “Terms”) are a legal agreement between the Participant and BEMC, which governs participation in the EV Rebate Program and shall serve to supplement the Participant’s membership agreement with BEMC.

BY CLICKING [“ACCEPT”] OR BY OTHERWISE USING THE SERVICE, THE PARTICIPANT AGREES TO BE BOUND BY THESE TERMS. ABSENT AGREEMENT TO THESE TERMS, participation in the EV REBATE PROGRAM IS NOT PERMITTED.

In the case of inconsistencies between these Terms and information included in any other materials related to the EV Rebate Program (e.g., promotional materials and mailers), these Terms shall govern.

The offer to participate in this EV Rebate Program is only available to current BEMC residential electric members. Participants in the submission of an application certifies that all information provided for enrollment into the Rebate Program is accurate and complete.

1. Eligibility:

TO BE ELIGIBLE THE PARTICIPANTS MUST:

- 1) Be a BEMC member in good financial standing, meaning no service discontinuation within the preceding 12 months due to non-payment for electric services, and satisfy the eligibility criteria for electric service under Schedule R – Rate 1; and
- 2) Provide proof acceptable to BEMC of Participant’s legal ownership of the real property wherein the Level 2 EV charger system and wiring make ready was installed, including verified official county records; and
- 3) Provide proof of installation of a Level 2 EV charger system and wiring make ready in the form of a detailed paid invoice at the member’s address for the real estate location identified in paragraph 1.2 within the BEMC service territory within the last 180 days **(Limited to one EV rebate per residence);** and



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- 4) Provide proof of all electric EV (BEV) ownership registered at the member's address for the real estate location identified in paragraph 1.2 in the form of a current NC issued registration card or dealer issued reservation if EV hasn't been delivered; and
- 5) If vehicle is compatible, enroll and share data through BEMC Telematics; and
- 6) Accept all terms of Rebate Program without modification; and

2. Rebate Application Process:

- a) Participants must complete the online Rebate Program Application Form, providing accurate and complete information regarding the installed Level 2 EV charger system. The application must include proof of paid invoice for the installation of the EV charging equipment and required electrical circuits and proof of EV ownership (current state issued registration card or dealer issued reservation if EV hasn't been delivered). Rebate Program Application must be submitted within 180 days of paid invoice. Applications submitted with invoice dates outside this timeframe will not be accepted.

3. Data Sharing:

- a) By participating in the EV Rebate Program, the Participant grants BEMC the right to collect and use vehicle data and/or electric meter data related to the Participant's EV's energy use and efficiency, usage patterns, state of charge and charging habits for a minimum of 24 months. The data may be used for program evaluation, research, and to improve future initiatives. With the submission of the application authorizing access to and the use of all data the Participant is authorizing and granting BEMC, and its service providers, permission to use such information for the BEMC business purposes. In addition, the Participant authorizes BEMC, through its service providers, to access Participant's information including meter data maintained by BEMC and/or the Vehicle Manufacturer. The Participant understands and agrees by authorizing BEMC, through its service providers, access to Participant's data in connection with the EV Rebate Program, BEMC, and its service providers, may receive access to data from the Participant's vehicle directly, including data collected from its sensors. The Participant also agrees to maintain the required continuous communication link between the vehicle and the vehicle manufacturer for the purpose of collecting and sharing data with BEMC and its service providers. Participant authorizes Brunswick EMC to share information about account including Participant's name,



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street address, account number, electrical usage and billing information with its service providers and approved 3rd parties hired to implement and measure the performance of the EV Rebate Program. For more information on the data that Brunswick EMC and its service providers will receive, please contact Brunswick EMC via email at info@bemc.org or by calling 1.800.842.5871

4. Right to Confirm Installation:

- a) Participants agree to allow an authorized BEMC representative to confirm the installation of the installed Level 2 EV charger system. and associated electrical work to verify compliance with program requirements. Confirmation of the installation will be scheduled at a mutually agreed-upon time.

5. Inspection

- a) Participant shall obtain all necessary permits and agree that all electrical work shall be inspected by a local authority having jurisdiction to ensure Code compliance, when applicable.
- b) Participant shall agree that electrical inspections shall be the responsibility of the member and/or electrical contractor installing the Level 2 EV charger system and associated wiring.

6. BEMC Telematics

- a) By agreeing to these terms, qualified participants shall enroll compatible vehicle(s) in BEMC Telematics for the purpose of reporting vehicle energy data to BEMC as outlined in the “Data Sharing” section of this agreement.
- b) Any costs associated with vehicle manufacturer software, applications and/ or subscriptions for the purpose of data sharing will be the responsibility of the participant.

7. Hold Harmless:

- a) Participant shall release and hold harmless BEMC, its board of directors, employees, agents, and affiliates from any liability, claims, demands, costs, or expenses arising out of or related to the installation, operation, or use of the Level 2 EV charger system or participation in the Rebate Program.

8. Rebate Disbursement:

- a) Upon successful confirmation of Participant’s eligibility and completion of inspections, participants shall receive the \$500 Rebate in the form of a credit on Participant’s membership



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account in good standing, as determined by BEMC. Rebate Program disbursement may take up to 30 days from the date of inspection.

9. Program Period and Early Termination:

- a) By agreeing to these terms and conditions, participant shall agree to data sharing, continuing electric service, and EV ownership for a period of 24 months.
- b) If a participant discontinues data sharing, electric service, or EV ownership before the 24-month program period, the Participants agrees to repay BEMC a “rebate recall fee”. This “rebate recall fee” will be calculated as \$500 minus \$20 per full month of participation and will be applied back to the participant account.

10. Arbitration and Waiver:

Any dispute, claim, or controversy connected to this Rebate Program and including the scope or applicability of this arbitration provision, (each a “Dispute”), shall be determined by final and binding arbitration conducted in Brunswick County, North Carolina.

- a) The arbitration shall be conducted in accordance with NCGS chapter 45C and the NCRCP. The arbitration shall be conducted by a retired District Court Judge from Columbus or Brunswick County selected by BEMC’s CEO.
- b) The cost of the arbitration shall be shared by the parties and each party shall bear the cost of their own attorney fee and cost unless the Arbitrator determines by clear and convincing evidence that a party has engaged in arbitrary and capricious conduct.
- c) If the parties do not agree on rules to govern discovery in connection with the arbitration, the arbitrator shall enter the appropriate orders providing for such discovery.
- d) The arbitration shall proceed on an individual basis. No Claim shall be arbitrated on a class action basis or consolidated with any other claim.
- e) Judgment on the Award may be entered in any court having jurisdiction. This provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- f) Both parties waive the right to have any Dispute determined by a judge or jury.

11. Reservation:

- a) BEMC reserves the right to modify the Terms or cancel the EV Rebate Program at any time.



BRUNSWICK ELECTRIC
MEMBERSHIP CORPORATION

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The Participant, with the submission of the BEMC Residential Electric Vehicle Charger Make Ready Rebate Program Application form, acknowledges that the Participant has read, understood, and agreed to the EV Program Terms and Conditions. Participant also affirms that the information provided in the application is accurate and complete to the best of their knowledge.

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