

## RESIDENTIAL SMART CHARGE PILOT PROGRAM PARTICIPANT AGREEMENT

This Residential Smart Charge Pilot Program Participant Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "Effective Date") by and between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas and having its principal place of business in Joplin, Missouri, ("Liberty-Empire ") and \_\_\_\_\_ residing at \_\_\_\_\_ (address for installation) ("Participant").

### W-I-T-N-E-S-S-E-T-H

WHEREAS, Liberty-Empire customers are interested in adopting new technologies, including opportunities that exist within the electric vehicle market;

WHEREAS, increasing accessibility to the electric vehicle market fits within Liberty-Empire's corporate sustainability goals because electric vehicles emit significantly less pollutants than gasoline counterparts and the electricity used to power electric vehicles has lower carbon intensity than fossil fuels such as gasoline and diesel;

WHEREAS, Liberty-Empire has developed and launched a pilot program aimed at increasing the residential customers' uptake of electrical vehicle ownership and incenting charging behaviors that provide benefits to the power grid operated by Liberty-Empire (the "Program"); and

WHEREAS, Participant is the owner or leaseholder of that certain real property and dwelling located at \_\_\_\_\_ (address) (the "Premises") and the owner or leaseholder of \_\_\_\_\_ (make and model of electric vehicle and vehicle identification number) (the "EV"), as a responsible steward of the environment, desires to have Electric Vehicle Service Equipment (i.e., smart (networked) Level 2 electric vehicle charging device) together with all related utilities, equipment, and accessories (the "EVSE") installed on their premises at the Premises pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**1. Application of Tariff.** This Agreement arises from and is subject to the decision and order of the Missouri Public Service Commission ("PSC") issued in Docket No. 2020-0390 and made effective January 29, 2022 (the "Pilot Program Order"); and to Schedule RG-SCPP of the Company's Tariff (together with all other provisions of the Company's Tariff, P.S.C. Mo. No. 6 or its successor, comprising the "Tariff"), and as the Tariff, including the rates and charges therein, may be revised from time-to-time by order of PSC. The currently approved Schedule RG-SCPP is attached hereto as Exhibit A. All terms and conditions set forth in Schedule RG-SCPP is incorporated herein as if fully set forth herein. Any conflict between the terms of the Tariff and this Agreement or any other Contract Document will be resolved in favor of the Tariff.

**2. Contract Documents.** Participant has submitted previously a Residential Smart Charge Program Enrollment Application, attached hereto as Exhibit B, and has executed a Connection Cost Estimate Acknowledgment Form, attached hereto as Exhibit C. These documents, together with this Agreement comprise the "Contract Documents" and are the basis on which Participant has been accepted into the Program.

Additionally, Participant [check which applies]

- has paid to Liberty-Empire upon execution of this Agreement One Thousand Dollars (\$1,000) for the installation and purchase of the Level 2 electric vehicle charging device; or
- has paid Liberty-Empire upon execution of this Agreement Twenty-Five Dollars (\$25) for an installed Level 2 electric vehicle charging device and shall pay when due, in addition to all other applicable charges, the monthly Additional RSCPP Financing Fee set forth in Schedule RG-SCPP.

**3. Liberty-Empire's Duties.** Liberty-Empire will provide, install at the Premises and maintain the Liberty-branded EVSE identified in the attached Exhibit D pursuant to Participant's selection of the EVSE manufacturer, model and technical rating from among those available and eligible for use under the Program. Liberty-Empire or its authorized agent shall install the EVSE, subject to Liberty-Empire confirming to its satisfaction, in its sole discretion, the representations and warranties given by Participant in Section 4 of this Agreement. Upon installation and confirmation, Liberty-Empire will

establish or transfer Participant's Liberty-Empire Customer Account onto Schedule RG-SCPP of the Tariff and bill Participant at the rates set forth therein, and shall pay to Participant all eligible rebates pursuant to the Tariff, and provide all necessary electric utility services as applicable and prescribed by the Tariff for Participant's general household consumption and consumption using the EVSE. When accessing Participant's wireless network in the manner described in Section 5(d), Liberty-Empire shall do so only for the purposes permitted under this Agreement or the Tariff, including accessing the EVSE consumption information and will do so in a manner that complies with all applicable privacy and cybersecurity laws.

**4. Participant's Representations and Warranties.** Participant hereby verifies that any and all representations and warranties made in each of the Contract Documents prior to the Effective Date are true and accurate as of the Effective Date. Participant represents, warrants and covenants as of the Effective Date and for the entire Term (as defined herein) of this Agreement that: (a) Participant is in legal possession of the EV by way of a financing, lease, or other suitable arrangement and the EV in question is legally registered to Participant at the address of the Premises; (b) Participant is a registered holder of an existing Liberty-Empire residential account in good standing or has applied for such an account, in each case at the address of Premises; (c) the physical layout, security features, and electrical metering infrastructure configuration at the Premises are suitable for safe operation of the EVSE infrastructure and restricting the use of EVSE equipment to Participant and their household and invitees; (d) Participant is legally authorized to modify the Premises in a manner required to accommodate the installation and operation of the EVSE as a property title holder (with explicit authorization from any other property title holders) or a leaseholder explicitly authorized by property title holder to make the Premises modifications to enable the installation of the EVSE; (e) Participant is aware of the scope, nature and estimated cost of customer-side and/or utility-side electrical and/or civil infrastructure upgrades required prior to installation of the EVSE, including those that may be in excess of the scope of work and infrastructure covered by this Agreement, as set forth in the Connection Cost Estimate Acknowledgment Form attached hereto as Exhibit C, and (ii) Participant is solely responsible for covering these incremental costs; (f) the scope and nature of modifications to the occupied premises typically required for the operation of a EVSE have been communicated and consented to by the mortgage holding institution(s) and all insurance provider(s) of the Premises; (g) if Participant applies for a discounted participation rate available to a limited number of Income-Qualified Participants (as such term is defined in the Tariff) under the terms of the applicable Tariff, that Participant meets the eligibility criteria on the basis of the documentation requested by Liberty-Empire and provided by Participant; (h) Participant has consulted with their insurers and lenders, if any, who have consented to Participant entering into this Agreement; and (i) if Participant is a real estate developer of the Premises presently under construction with the intent of eventual sale or long term lease of the Premises to the final occupant(s), Liberty-Empire may waive criteria (a) and (b) noted above, provided that it is satisfied that the Premises will be move-in ready no later than six (6) months after the execution of this Agreement, the Premises are custom-built for a particular intended customer, and the developer agrees to act as a Participant from the day of execution of this Agreement, including by paying the applicable monthly charges regardless of whether the EVSE devices have been installed on the Premises.

**5. Participant's Duties.** In exchange for Liberty-Empire providing, installing providing utility services and maintaining the Liberty-Empire branded EVSE set forth in Section 1 above, Participant shall (a) grant Liberty-Empire Premises access consistent with Section 6 below; (b) pay Liberty-Empire for the energy costs and customer charges consistent with the provisions of the Tariff; (c) remain enrolled in the Program and pay the associated Tariff fees for a time period no less than until the expiration of the Remaining Pilot Term (as such term is defined in the Tariff); (d) maintain a working, secure and reliable wireless network at the Premises that is positioned to communicate reliably with the EVSE, maintain internet connectivity for the duration of this Agreement, comply with all reasonable cybersecurity protocols adopted by Liberty-Empire and communicated to Participants in writing from time-to-time, comply with all applicable agreements, terms of use and service, and other policies of each device manufacturer and your internet service provider (ISP) and grant Liberty-Empire the right to access this wireless network connection for the sole purpose of collecting EVSE consumption data for subsequent use in billing and/or program participation analytics and other information permitted by this Agreement or the Tariff; (e) secure the EVSE with reasonable security protections to ensure unauthorized access to the EVSE; (f) use the EVSE charger solely for the purposes of charging the EV(s) owned, leased or otherwise controlled by the members of Participant's household and invitees; (g) comply with all warranty requirements relating to the EVSE, not tamper with the EVSE and permit only Liberty-Empire or its approved contractors to work on remove, replace, relocate, alter or repair the EVSE; and permit the, or any tampering with, the EVSE without the written permission of Empire; and (h) not permit the EVSE to be abused or damaged or the nameplate identifying the EVSE as the property of Liberty-Empire

to be defaced, modified, changed, covered, relocated, or removed (any such costs for repairs that are the result of abuse or damage to the EVSE are not covered by the payments under this Agreement and Participant will be separately responsible for all such repairs). If Participant has been granted participation under the terms available for select Income-Qualified participants, Participant shall notify Liberty-Empire of any changes as to their status as an Income-Qualified Participant and agrees to provide documentation to confirm their continued eligibility from time to time on a request by Liberty-Empire. If Participant is a qualified real estate developer pursuant to terms outlined in Section 4, Participant shall pay for the applicable energy costs and customer charges until such time when such developer transfers the account to the Premises' final owner by executing a transfer agreement that must include both the final owner and Liberty-Empire as co-signatories and requires the homeowner to assume all obligations of the Program including this Agreement. If Liberty-Empire is unable to access the EVSE through Participant's wireless network and such access is not restored within thirty (30) days of receiving notice from Liberty-Empire, Liberty-Empire may consider this to be an uncured breach and default under Section 10.

**6. Ownership of EVSE.** Unless Participant has pre-paid to Liberty-Empire, concurrent with the execution of this Agreement, \$1,000 for the purchase and installation of the EVSE, (a) Liberty-Empire will maintain all ownership rights to the EVSE that it installs in connection with this Agreement; (b) Participant shall ensure that the EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor or otherwise of Participant; (c) the EVSE will be tagged as "Property of Liberty;" and (d) Participant hereby grants Liberty-Empire access to the Premises to remove the EVSE if Participant is in default under this Agreement. Regardless of ownership rights, the parties understand and agree that Liberty-Empire may, at its option and expense, have the EVSE adorned with Liberty-Empire branding.

#### **7. Access and Installation.**

(a) The Premises suitability for an EVSE will be determined at the sole discretion of Liberty-Empire. Liberty-Empire will schedule installation of the EVSE with Participant. Participant shall give Liberty-Empire and its approved contractors and agents, permission to enter the Premises to perform the installation and any operation, maintenance, repair, or removal activities at reasonable times and with reasonable advance notice during the Term of this Agreement. Participant shall provide Premises access to governmental authorities for any inspections of, and installation of monitoring hardware and/or software on, the EVSE. To verify the accuracy of the metering equipment embedded within the EVSE, Liberty-Empire may deploy at its discretion a subset of additional advance metering infrastructure (AMI) meters in addition to existing AMI meters, which will separately measure the consumption from the EVSE at no extra cost to Participant, and provided, there are no physical restrictions on Participant's Premises that prevent this installation, Participant consents to such installation. Failing or refusing to allow reasonable access will be a default under Section 1.

(b) Participation in the Program includes the cost for certain materials and labor set out in the Tariff. Participant shall be responsible for any payments in excess of the standard amount as estimated in the Connection Cost Estimate Acknowledge Form, which will be billed to Participant at the time of the first billing under the Schedule RG-SCPP. Liberty-Empire and its contractors and agents are not responsible for upgrading, repairing, or maintaining any electrical panel, wiring, siting, support, foundation, or any other matter that was not a part of the installation of the EVSE, including any work performed by an electrician to ensure the Premises' electrical service can support the EVSE. Liberty-Empire is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Premises, including, but not limited to, the main electrical service panel, any major electrical devices, or any other fuses or similar devices, except to the extent directly caused by or resulting from installation or operation of the EVSE. In the event that upgrading, repairing, or maintaining any electrical panel, wiring, siting, support, foundation, or any other matter that is not a part of the installation of the EVSE but is necessary to install the EVSE, Participant shall hire a qualified electrician to complete the work necessary prior to installation.

**8. Surveys and Data.** Participant agrees to partake in at least three participant surveys over the course of the Program. Participant also consents for their anonymized or aggregate EVSE data to be analyzed and used for business purposes, including marketing and reporting purposes, by Liberty-Empire, provided that Liberty-Empire shall not identify Participant to any unaffiliated third party as the source of such data. Upon creation, Liberty-Empire will be the owner of such aggregated and/or anonymized data and may copy, commingle, and use such data, in Liberty-Empire's sole discretion, for any lawful purpose. EVSE consumption data will also be permitted to be analyzed and reported publicly to the PSC, if it is done in an aggregated manner with data of other participants and without any personal information being revealed. Participant may also be asked to participate in other activities to help Liberty-Empire obtain certain insights regarding the EVSE, the impact of EVSE charging on Liberty-Empire's distribution system or other program administration elements.

**9. Maintenance and Repair.** Liberty-Empire shall maintain the EVSE in good working order, ordinary wear and tear excepted. Participant shall maintain the common area improvements immediately surrounding the EVSE in good working condition, ordinary wear and tear excepted, and will promptly notify Liberty-Empire of any problems it is aware of related to the EVSE, including but not limited to any unsafe, inoperable, or damaged equipment. In addition, Participant shall promptly report all claims and/or incidents related to the EVSE to Liberty-Empire.

**10. Critical Peak and Major Weather Event Charging Restrictions.** Participant acknowledges that Liberty-Empire's provision of service during the Remaining Pilot Term (as defined in Schedule RG-SCPP) may be interrupted, curtailed, suspended, or be subject to reductions in voltage. The occurrence of such events will be subject to the Rules and Regulations of the Tariff, including but not limited to the Company Energy Curtailment Plan and Continuity of Service; and the Force Majeure Section of this Agreement.

**11. Term and Termination.** This Agreement will commence on the Effective Date and continue for the Remaining Pilot Term as defined in Schedule RG-SCPP (the "Term"); provided, however, that Liberty-Empire may terminate this Agreement for Participant's uncured breach of and default under the terms of this Agreement that continues for a period of thirty (30) days, or such other notice period as may be set out in Section 15. Absent termination by reason of Participant's default, the terms and conditions of Participant's early withdrawal from the Program, or Participant's options upon the expiration of the Term, are set forth in Schedule RG-SCPP. Unless ownership of the EVSE is vested in Participant, Liberty-Empire reserves all rights of ownership including removal of the EVSE from the Premises. Upon termination, Liberty-Empire will transfer Participant from the schedules set forth in Exhibit A, as may be amended or revised, to the applicable schedule(s) for electric utility service under the Tariff. Participant will be responsible for repairing any cosmetic damage to the Premises resulting from any removal of the EVSE, including any electrical modifications required that are not mandated under applicable National Electrical Code requirements.

**12. Change of Address.** Should Participant wish to move to a different location within Liberty-Empire's service territory and continue participating in the Program, Participant will be responsible for the costs of all EVSE removal and reinstallation costs, and this Agreement will remain in full force and effect with respect to the new Premises.

**13. Assignment and Sublease.** Where Participant is selling the Premises or terminating its lease for the Premises and a new owner or new lessee (an "Assignee") desires to use the EVSE, Participant shall provide Liberty-Empire with 30 days advance notice of the proposed assignment. After such notice, Liberty-Empire will provide Participant with information to share with the Assignee about assuming this Agreement as well as any ancillary agreements and information about the Program, and Liberty-Empire shall in its sole discretion be permitted to confirm that the Assignee meets all of the requirements of this Agreement and the Tariff to participate in the Program. Both Participant and the Assignee must execute an assignment of agreement in a form provided by Liberty-Empire, in its sole discretion, which will require the Assignee to acknowledge its responsibilities under this Agreement and the Program and will be contingent on the consummation of the sale of the Premises or change in lessee ("Closing"), and which must be returned to Liberty-Empire and properly completed (in Liberty-Empire's sole satisfaction) prior to the Closing. If the Assignee does not agree in writing to assume this Agreement and any ancillary agreements or otherwise qualify to be part the Program, then the sale of the Premises or termination of the lease for the Premises will be considered a Participant default pursuant to Section 15.

**14. Insurance.** Participant agrees that it will at all times during the Term of this Agreement bear the entire risk of loss, theft, or damage to the EVSE from any cause, other than defective EVSE or Liberty-Empire's negligence. Liberty-Empire advises Participant to consult its insurance advisors for obtaining adequate coverage.

**15. Participant's Default.** The events constituting default on the part of Participant hereunder will include, but are not limited to: (a) Participant's failure to timely pay its electric service utility invoice in accordance with the Tariff, (b) any breach or failure of Participant to observe or perform any of its other obligations hereunder or any obligations under any other agreement related to the Program and the continuance of such default for thirty (30) days after written notice to Participant of the existence of such default; (c) the insolvency of Participant or the making of any assignment by Participant for the benefit of creditors, or the consent of Participant to the appointment of a trustee or receiver, or the appointment without its consent of a trustee or receiver for Participant or for a substantial part of its property, the institution by or against Participant of bankruptcy, reorganization, arrangement or insolvency proceedings; (d) the breach by Participant of any representation, warranty or covenant made in any Contract Document; or (e) Participant ceases to occupy the Premises (other than for moving pursuant to Section 12) or otherwise ceases to be an Liberty-Empire customer in good standing.

Upon the occurrence of any such default, Liberty-Empire may, at its option, and without notice or demand to Participant, declare Participant in default of this Agreement, and thereupon terminate this Agreement, and pursue any and all remedies as provided in this Agreement, by the Tariff or pursuant to law or equity. All remedies provided in this section are cumulative and may be exercised concurrently or separately.

**16. No Representations or Warranties.** Liberty-Empire makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Equipment. Further, Liberty-Empire makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Participant agrees that Liberty-Empire has no liability whatsoever concerning (1) the quality, safety or installation of such products and services, including their fitness for any purpose, (2) the workmanship of any third-party products or services, or (3) the installation or use of the products and services. Participant hereby waives any and all claims against Liberty-Empire, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of Liberty-Empire under the Program.

### **17. Indemnity.**

(a) To the fullest extent permitted by law, Participant shall indemnify, defend, and hold harmless Liberty-Empire, including its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, contractors, manufacturers, suppliers, successors, and assigns, from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees, court costs and cost of appellate proceedings, resulting from (1) any breach of the representations, warranties, covenants, or obligations of Participant under any Contract Document; (2) any act or omission of Participant, whether based upon negligence, strict liability, or otherwise, in connection with the performance of this Agreement; or (3) any third party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Participant's performance or nonperformance under this Agreement. This indemnification obligation will not apply to the extent that such injury, loss, or damage is caused by the sole gross negligence or willful misconduct of Liberty-Empire.

(b) Participant shall defend Liberty-Empire, at Participant's expense, with counsel reasonably acceptable to Liberty-Empire. The indemnification provided herein will apply to any claim arising out of, related to or in any way incident to the performance of activities identified in this Agreement. Indemnification extends to and includes all claims, just or unjust, based on a tort, strict liability, contract, lien, statute, stop notice, rule, safety regulation, ordinance or other affiliated relief or liability, and whether the injury complained of arises from any death, personal injury, sickness, disease, property damage (including loss of use), economic loss, patent infringement, copyright infringement, or otherwise, even if such claim may have been caused in part by Liberty-Empire. This indemnification will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Participant, or any subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnification will apply to any claim asserted during or after termination of the Agreement.

**18. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, LIBERTY-EMPIRE NOR THE MANUFACTURER OR SUPPLIER OF ANY EVSE SHALL BE LIABLE TO PARTICIPANT FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM BREACH OF THIS AGREEMENT, EXCEPT THAT THE FOREGOING SHALL NOT APPLY TO OR LIMIT SUCH PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER THIS AGREEMENT, OR LIABILITY ARISING FROM SUCH PARTY'S WILLFUL MISCONDUCT.

### **19. Miscellaneous.**

**19.1 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

**19.2 Captions.** The captions and subject headings are for convenience of reference only and will not affect the meaning or construction to be given any of the provisions of this Agreement.

**19.3 Additional Documents.** The parties agree to execute and deliver, or cause to be executed and delivered, such additional documents and to take such additional actions as may be required to effectively carry out the transactions contemplated by this Agreement.

**19.4 Survival.** All representations and warranties made by the parties contained in this Agreement will survive the execution, delivery and performance of this Agreement and all other documents provided for by this Agreement.

**19.5 Interpretation.** All parties have assisted in the preparation of this Agreement and have had the opportunity to make changes to the language used herein. In interpreting the meaning of any language contained herein, the rule of construction that ambiguous language will be construed against the party drafting the document will not apply.

**19.6 Gender.** All pronouns and any variations thereof will be deemed to refer to the masculine, feminine or neutral, singular or plural, as the identity of the parties and context may require.

**19.7 Notices.** Any notice, demand, request, consent, approval or other communications required or permitted to be given pursuant to this Agreement to either party by the other party shall be in writing and shall be either hand-delivered or sent either by registered or certified mail, return receipt requested, first class postage prepaid, addressed to the party to be notified at the following address:

If to Liberty-Empire, then to:

Diana Carter, Director of Legal Services  
602 S. Joplin Avenue  
Joplin, MO 64801

If to Participant, then to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices given as provided above will be deemed given (i) upon delivery, if hand-delivered, or (ii) upon the date shown on the return receipt, if sent by registered or certified mail. The address to which notices are to be given to either party may be changed from time to time by a party by providing written notice to the other party of the new address.

**19.8 Modification.** No provision contained herein may be modified, amended or waived except by written agreement signed by the party to be bound thereby.

**19.9 Binding Effect.** This Agreement will inure to the benefit of, and will be binding and enforceable upon, the parties, their respective successors, heirs and permitted assigns.

**19.10 Partial Invalidation.** If any portion of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such determination will not impair the enforceability of the remaining terms and provisions contained herein. In such event, this Agreement will be construed and interpreted as if such invalid, illegal or unenforceable terms were limited to the extent whereby such terms would be valid, legal and enforceable. If such limitation is not possible, this Agreement will be construed and interpreted as if such invalid, illegal or unenforceable terms were severed and not included herein.

**19.11 Entire Agreement.** This Agreement, and the Exhibits referenced herein, constitute the full and complete understanding and entire agreement of the parties and supersede any and all other agreements, oral or written, with respect to the subject matter contained herein.

**19.12 Governing Law.** This Agreement will be governed by and construed pursuant to the laws of the State of Missouri applicable to contracts made and to be performed in the State of Missouri without giving effect to the principles of conflict of laws of the State of Missouri. All parties to this Agreement do hereby agree and submit to personal jurisdiction in Jasper County, Missouri, for the purpose of any judicial proceeding and do hereby waive any and all rights to contest jurisdiction and venue in Jasper County, Missouri, and any claim that such jurisdiction or venue is invalid.

**19.13. No Joint Venture.** The Agreement will not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor will this Agreement render Liberty-Empire and Participant liable as partners, co-venturers, or principals.

**19.14. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) any other event which is beyond the reasonable control of such Party (each of the foregoing, a “**Force Majeure Event**”); provided, however, that a party whose performance is affected by a Force Majeure Event shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance. Economic hardship of either Party will not constitute a Force Majeure Event under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year aforesaid, acknowledging that each has read this Agreement and fully understand the terms and obligations set forth hereinabove and that each is duly authorized to enter into this Agreement.

**THE EMPIRE DISTRICT ELECTRIC COMPANY**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PARTICIPANT**

\_\_\_\_\_

**EXHIBITS**

- Exhibit A      Tariff Schedule RG-SCPP
- Exhibit B      Participant’s Liberty Residential Smart Charge Pilot Program Enrollment Application
- Exhibit C      Participant’s Construction Cost Estimate Acknowledgment Form
- Exhibit D      EVSE Specifications