



## Volunteer Participation Agreement

This Volunteer Participation Agreement (“Agreement”), dated \_\_\_\_\_, 20\_\_ (“Effective Date”), is, for good and valuable consideration, the receipt of which is hereby acknowledged, \_\_\_\_\_ made \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ whose residence is located at \_\_\_\_\_ (“Volunteer”); and AEC-USA, INC., a Hawaii corporation, having its principal office at 285 W. Kaahumanu Avenue, Suite 102, Kahului, Hawaii 96732 (“AEC-USA”).

Volunteer and AEC-USA shall be referred to individually as a “party,” collectively as “parties,” or by name, as context requires.

### WHEREAS:

1. AEC-USA desires to obtain data and other information regarding the use, charging and operation of electric vehicles as part of the JUMPSmartMaui project (the “Project”); and
2. Volunteer is a resident of the County of Maui who owns a home, owns or leases a Nissan Leaf SL or SV electric vehicle, and desires to volunteer in the Project.
3. Volunteer agrees to provide the requested data and information to AEC-USA, and to have a charger installed at the Volunteer’s residence, as more particularly described herein.

### THEREFORE, EACH PARTY HEREBY AGREES AS FOLLOWS:

#### Section 1: Definitions.

- (a) “EV” means an electric vehicle.
- (b) “EV Charger” means equipment which, through the use of a distribution panel placed at the Volunteer’s residence, electrically charges the EV.
- (c) “Supplied Equipment” collectively means any or all of the following: EV Chargers,

and Data Measuring and Communication Device to be delivered to the Volunteer's residence and installed by AEC-USA for the Project.

- (d) **"Data Measuring and Communication Device"** means an electric meter which allows two-way communication between a residence and the data center via a wireless network, and which will be installed by Designated Service Company selected by AEC.
- (e) **"Volunteer's Equipment"** collectively refers to any of the following: Volunteer-owned EV, personal computer ("PC") and/or smart phone device, which may be used in connection with the Project.
- (f) **"System"** Collectively refers to the Supplied Equipment, the Data Measuring and Communication Device and the Volunteer's Equipment.

### **Section 2: Information Provided by Volunteer.**

2.1. Volunteer confirms that the information provided to AEC-USA for the Project and herein is true and accurate.

2.2. If the information provided by Volunteer changes, Volunteer agrees to promptly notify AEC-USA of any such changes.

2.3. Volunteer agrees to have a Level 2 EV Charger as well as a Data Measuring and Communication Device, installed at their home or business, (location to be determined by AEC-USA) to collect and transmit data, and to plug in their EV to the charger whenever the EV is parked at the Level 2 EV Charger location.

2.4. Volunteer agrees to provide data from the EV, to input their charging schedule preferences on the AEC-USA web portal, and to supply to AEC-USA any other reasonable information as may be required for Project related purposes.

2.5. Volunteer shall continue performing Volunteer's obligations as required hereunder through February 29, 2016, and pay the all requisite Project-related membership fees from October 31, 2014, through February 29, 2016.

### **Section 3: Installation.**

AEC-USA shall contract with a service company ("Designated Service Company") to install the Supplied Equipment and connect it to Volunteer's Equipment, as applicable, to establish and create the System within the Volunteer's residence for purposes of the Project. The Designated Service Company shall be properly licensed in the State of Hawaii to perform any electrical and/or installation work, and shall obtain all required permits and inspections, if any, for the installation of the Supplied Equipment. Volunteer agrees to grant the Designated Service Company's representatives access to

Volunteer's residence for purposes of installing the Supplied Equipment during regular business hours, and with no less than 48 hours' notice to the Volunteer. The installation date will be coordinated between the Designated Service Company and Volunteer directly. Up to one thousand dollars (\$1,000) of the cost of installing the EV Charger will be borne solely by AEC-USA. If the estimated installation costs exceed \$1,000, the parties may choose one of the two following options:

3.a. Any costs in excess of \$1,000 shall be paid by the Volunteer directly to the Designated Service Company; or

3.b. This Agreement may be terminated by AEC-USA or the Volunteer in accordance with Section 11.2, Term and Termination.

#### **Section 4: Roles, Responsibilities and Rights of the Volunteer.**

4.1. Volunteer shall keep the System installed at Volunteer's residence during the Project Term as defined in Section 11.1. In the event Volunteer vacates the home or it otherwise becomes necessary to remove the Supplied Equipment, the Volunteer agrees to provide no less than thirty (30) days' notice to AEC-USA in advance of such event.

4.2. Volunteer agrees to follow the manufacturer's manual, provided to Volunteer by AEC-USA for the Supplied Equipment. Volunteer shall not improve upon, tamper with or modify the Supplied Equipment in any way.

4.3. In the event Volunteer is unable to continue to participate in the Project or will not use any part or all of the System for more than thirty (30) days, then Volunteer shall provide written notice to AEC-USA no less than thirty (30) days prior to such discontinuation.

4.4. Volunteer agrees to assist the Project by responding to occasional questionnaires and surveys and/or to participate in one-on-one interviews and/or face to face group interviews for the Project (without compensation), during the Project Term and thereafter, as is reasonably necessary to review Project.

4.5. In the event the Project requires changes to Volunteer's reporting or participation responsibilities during the Project Term, AEC-USA will advise Volunteer in advance of any such changes.

4.6 During the Project Term, Volunteer shall not make any changes to Volunteer's electricity service contract with MECO and shall pay all charges for consumed electricity at the Volunteer's residence.

#### **Section 5: Additional Coverage**

5.1 In the event a Volunteer purchases or leases for at least 2 years (“Lease”) a Nissan Leaf SV or SL model, together with the installation of a quick charger port and telematics equipment for EV (“Qualifying Vehicle”) during the term of this Agreement, and agrees to meet all of the Volunteer obligations hereunder, AEC-USA shall pay the Volunteer the sum of three thousand and no/100 dollars (\$3,000.00), which shall be paid to the Volunteer within sixty (60) days of Volunteer providing satisfactory evidence of the purchase or Lease of a Qualifying Vehicle and execution of this Agreement.

5.2 In the event the Volunteer shall terminate this Agreement, or shall otherwise fail to meet their obligations hereunder, including, but not limited to, failing to answer the questionnaires and surveys, or to provide reasonable information as required herein, Volunteer agrees that he/she shall return the payment set forth in 5.1 above to AEC-USA within seven (7) days of AEC-USA's request following Volunteer's default.

**Section 6: Removal, Ownership and Care of the Supplied Equipment.**

Upon the expiration or termination of this Agreement, AEC-USA shall have the option to either remove the Supplied Equipment or transfer all or part of the Supplied Equipment to the Volunteer. In the event the Supplied Equipment, or any portion thereof, is transferred to the Volunteer, a separate equipment transfer agreement shall be agreed upon and entered into between the parties. In any event, the Volunteer shall not cause any liens to be placed upon the Supplied Equipment and shall not remove any labels, identification materials, or the Supplied Equipment from the equipment or the Volunteer's residence during the Project term.

**Section 7: Insurance.** Volunteer shall purchase and maintain during the Project Term fire insurance on Volunteer's residence, in an amount equal to the replacement value of Volunteer's residence, and liability insurance in an amount of not less than \$500,000, and provide proof of such insurance to AEC-USA. Volunteer shall purchase and maintain no-fault insurance coverage on all vehicles stored or parked within Volunteer's residence in an amount not less than the replacement value of said vehicle(s) and liability coverage of not less than \$100,000 during the Project Term. AEC-USA shall purchase and maintain insurance in an amount of not less than \$100,000 for any damage caused to Volunteer or the Volunteer's residence during the Project Term by the Supplied Equipment, which shall not be cancelled without prior notice to Volunteer.

**Section 8: Electricity and Network Communication Charges.** Volunteer

shall ensure that electrical service and access to the Internet are provided to the Volunteer's residence at all times during the Project Term. Volunteer agrees to bear the costs of all communication charges in connection with Volunteer's personal computer, smartphone, and Internet service. Volunteer must also bear the cost of the electricity consumed at the Volunteer residence by the System installed at the Volunteer's residence under this Agreement.

**Section 9: Limited Warranty.**

9.1. During the Project Term, AEC-USA shall install and provide use of the Supplied Equipment to Volunteer at no charge to Volunteer. If the Supplied Equipment fails to operate properly during the Project Term, the Maui Economic Development Board ("MEDB"), whose contact information can be referenced in Section 17, will contact the Designated Service Company to repair, replace or remove such faulty equipment at AEC-USA's option, and expense. Defects associated with Volunteer's Equipment shall be beyond the warranty coverage or repair obligations of AEC-USA under this Agreement.

9.2. Volunteer acknowledges that AEC-USA is neither the manufacturer of the Supplied Equipment nor the installer of such equipment. The only warranties that apply to the Supplied Equipment are those offered in accordance with the Section 9.1 above.

9.3. Except as expressly provided under this agreement, and except as may be otherwise required by applicable state and federal laws and regulations, AEC-USA offers no express or implied warranties with respect to the Supplied Equipment. Additionally, AEC-USA undertakes no responsibility for the quality of the Supplied Equipment or its installation, except as otherwise provided for in this Agreement. FURTHERMORE, AEC-USA HEREBY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTIES OF MERCHANTABILITY WITH RESPECT TO THE SUPPLIED EQUIPMENT. AEC-USA shall not be liable to the Volunteer for injury to any person or property, loss of business or any other damages, direct or indirect, special, consequential or otherwise caused or resulting from the use (or loss of use) of the Supplied Equipment, Volunteer's Equipment and/or any other electrical components within the Volunteer's residence.

**Section 10: Use and Protection of Volunteer's Information.**

10.1. Under this Agreement, AEC-USA shall collect personal information from the Volunteer, as well as from data received from the System. AEC-USA may use Volunteer's information (which includes, but is not limited to, Volunteer's survey and

interview answers, information set out in this Agreement, and data collected from the System), solely for purposes related to the Project, preventive maintenance of the System, related after service, and the improvement and development of energy efficient products and services. AEC-USA shall keep all personal information received from Volunteers strictly confidential, and shall not release any personal information except as stated herein. AEC-USA may release reports regarding the Project to the public, but only in an aggregated format that maintains the confidentiality of the Volunteers and their personal information (i.e. the name and address of the Volunteer, etc.).

10.2 AEC-USA may provide Volunteer's information to certain third parties (including but not limited to MECO and Hitachi, Ltd.), but only to the extent reasonably necessary for purposes related to implementing the Project, and provided always that such third parties observe and maintain the same confidentiality obligations as provided herein.

**Section 11: Term and Termination.**

11.1. The term of this Agreement shall come into effect as of the Effective Date, and expire on February 29, 2016 ("Project Term").

11.2. This Agreement shall terminate immediately upon the first of the following events to occur:

11.2.a. Expiration of the Project term;

11.2.b. If Volunteer breaches any term or provisions of this Agreement and such breach is not cured within thirty (30) days from the issuance of written notice by AEC-USA which details and requests Volunteer to remedy said breach;

11.2.c. If either party opts to terminate this Agreement in accordance with Section 3.b.; or

11.2.d. Upon thirty (30) days prior written notice from one party to the other party.

11.3. Within thirty (30) days of such termination, the Supplied Equipment installed at Volunteer's residence will be removed by the Designated Service Company, unless otherwise agreed by both parties in writing. Prior to said removal of the Supplied Equipment, Volunteer will surrender the Supplied Equipment to AEC-USA or the Designated Service Company in good condition, reasonable wear and tear excepted. Volunteer shall not prevent or unreasonably limit access to the Supplied Equipment within Volunteer's residence. Volunteer shall be responsible for any damaged, lost, or destroyed Supplied Equipment.

11.4. AEC-USA will cause the Designated Service Company to remove the Supplied Equipment and restore those portions of the residence where the installations were made to a condition substantially similar to that existing at the commencement of the Project, normal wear and tear excepted.

11.5. Sections 7, 8, 9 and 11 of this Agreement shall survive the termination hereof.

**Section 12: Indemnification and Liability.** Each party (for purposes of this clause "Defaulting Party") hereby indemnifies and holds harmless the other party against all claims for loss or damage, including reasonable attorney's fees, which arise due to, or out of, any negligence or misconduct on the part of the Defaulting Party, its servants, officers, employees, agents, tenants, wards, other licensees, contractors, etc. over whom the Defaulting Party has legally recognized control. Neither party shall be liable to the other party for any indirect or consequential damages, including loss of profits, etc.

**Section 13: Assignment.** Neither party shall assign its rights and obligations under this Agreement to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**Section 14: Amendment.** This Agreement may only be modified, supplemented or amended in writing by the duly authorized representative of the parties hereto.

**Section 15: Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, U.S.A.

**Section 16: Dispute Resolution.** If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise out of or with respect to this Agreement, then the parties agree in good faith to attempt to settle such dispute, difference, or disagreement by non-binding mediation conducted under the Rules, Procedures and Protocols for Mediation by Dispute Prevention & Resolution, Inc., then in effect. In the event the parties are unable to resolve their dispute by non-binding mediation, then the claims and disputes shall be resolved by binding confidential arbitration in accordance with the Commercial Rules and under the auspices of the American Arbitration Association, the arbitration hearing shall be located in Maui, Hawaii in accordance with HRS Chapter 658A. Each party will pay its own attorney fees; provided that the arbitrator shall have the authority to award to the prevailing party its attorneys' fees and arbitration costs.

**Section 17: Correspondence.** All correspondence, notices and other communications to be given from one party to the other party in written form shall be sent by mail, courier, in person, or by facsimile or e-mail at the respective addresses set forth below or at such other addresses as the respective parties shall designate by notice given in accordance with this article. All correspondence between the parties relating to this Agreement shall be in the English language.

**For Volunteer:**

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_

**For AEC-USA, contact information is as follows:**

Maui Economic Development Board, Inc.

Attn: JUMPSmartMaui Project

1305 N. Holopono Street, Suite 1

Kihei, Hawaii, USA 96753

Email: [info@jumpsmartmaui.com](mailto:info@jumpsmartmaui.com)

**Section 18: Waiver.** Except as otherwise specifically provided for in this Agreement, no failure or delay on the part of the parties in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder.

**Section 19: Severability.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions.

**Section 20: Entire Agreement.** This Agreement, including any attachments or exhibits which are attached hereto, contains the entire understanding between the parties hereto relating to the subject matter hereof. It supersedes all prior



contemporaneous oral or written communications, proposals, drafts and representations with respect to its subject matter.

**Section 21: Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding upon all of the parties hereto, notwithstanding the fact that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. Delivery may be made by facsimile transmission and if so made shall be considered delivered on the date that such facsimile is sent if the signed copy is actually delivered within a reasonable period of time after execution.

**Volunteer**

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**AEC-USA, Inc.**

\_\_\_\_\_ Date: \_\_\_\_\_  
[Name]  
Title: \_\_\_\_\_  
Division: \_\_\_\_\_