

# JACKSON COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION

## Schedule “EV-H” – Electric Vehicle Charging

**Character of Service** – Level 2 electric vehicle charging station “Charging Station” located at Jackson County Rural Electric Membership Corporation’s headquarters.

**Availability** – Available to the general public as a pay as you go service. **By using this charger, you agree to the following:**

**Rate\*** – \$5.00 per charge plus \$0.50 per kWh.

**Program Partners and Hosts** – Program Partners and Hosts include, but not limited to, Hoosier Energy Rural Electric Cooperatives, Inc., Enel X, and Stipe.

**Terms of Service** – All Terms of Service will be managed through the individual’s business application or website of choice account, which collects fees charged on behalf of charging station providers.

**DISCLAIMER OF WARRANTIES:** THE USE OF THE CHARGING STATION IS AT YOUR SOLE RISK. THE CHARGING STATION IS PROVIDED ON AN “AS IS” AND ”AS AVAILABLE“ BASIS. JACKSON COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER JACKSON COUNTY RURAL ELECTRIC MEMBERSHIP NOR ANY PROGRAM PARTNER MAKES ANY WARRANTY THAT (I) THE CHARGING STATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (II) THE OPERATION OF THE CHARGING STATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

**Indemnity:** By using the charging station you agree to indemnify, protect, and hold harmless Jackson County Rural Electric Membership Corporation and its directors, officers, employees, agents and distributors, and Hosts and Program Partners, and their respective directors, officers, employees and agents (collectively, the “Indemnitees”) from all liability for any loss, damage or injury to persons or property arising from or related to your misuse or misapplication of the charging station or otherwise for your negligence or misconduct.

**LIMITATION OF LIABILITY:** BY USING THE CHARGING STATION YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER JACKSON COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION NOR ANY PROGRAM PARTNER SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF JACKSON COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OR PERFORMANCE OF THE CHARGING STATION.

To the maximum extent allowed by law, by using the charging station you agree to, and hereby do, release the Indemnitees from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the charging station. By using the charging station, you agree that none of the Indemnitees will incur any obligation or liability for any such loss, damage, or injury to the maximum extent allowable by law.

\* Rate is subject to modification at the discretion of the Rural Electric Board of Directors.

Approved by the Board: 11/11/2020

Amended: 11/18/2025