



2020 New EV Rebate Program Terms & Conditions

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions and reinvest in the San Mateo County community. The New Electric Vehicle (EV) Rebate Program aims to reduce GHG emissions in the transportation sector by providing rebates to San Mateo County residents on for the purchase of new EVs.

This Agreement is entered into between the New Electric Vehicle Rebate Program Applicant (hereinafter "Applicant") and Peninsula Clean Energy pursuant to the following terms governing the 2020 New Electric Vehicle Rebate Program:

1. Program General Terms & Conditions

- 1.1. Rebates are available on a first-come, first-served basis based on the online application submittal date while funds last.
- 1.2. To be considered complete, the online application must be submitted along with the required supporting documents, see Section 2 below on these. Applicant will be notified via email if the application is incomplete, see Section 5 below for more details. It is the Applicant's responsibility to ensure the email address provided is accurate and that the email is monitored for Peninsula Clean Energy's notifications.
- 1.3. Rebates are only available for eligible vehicles purchased during the program period of October 1 through December 31, 2020. The date of purchase is defined as the date the vehicle was first registered with the California DMV. **Updated 12/29/20:** For Tesla, the date of first vehicle registration is the date that car is delivered to the customer. For Tesla vehicles which were ordered during the program period but experienced delays in delivery, Peninsula Clean Energy will accept applications with a vehicle registration date in January 2021 only if the "Date of Agreement" in the Tesla Motor Vehicle Purchase Agreement is during the program period of October 1 – December 31, 2020. View [sample supporting documents](#) for guidance on this.
- 1.4. Applications must be submitted within one month of the completion of the program period, on or before January 31, 2021. However, please keep in mind that rebates are on a first-come, first-served basis based on the application submittal date. Peninsula Clean Energy makes no guarantees regarding the availability of rebate funds and reserves the right to make all rebate award decisions.



- 1.5. If the application is approved, Peninsula Clean Energy will mail the rebate check to the mailing address listed in the Applicant's application. It is the Applicant's responsibility to ensure the mailing address provided is accurate.
- 1.6. Checks must be cashed within ninety (90) days of the date printed on the check. Checks not cashed within this timeframe will be cancelled and the rebate amount will be returned to Peninsula Clean Energy.

2. Supporting Documents

- 2.1. To be considered complete, the application must be submitted with the following two documents:
 - 2.1.1. A full and complete copy of the purchase contract with all pages included. A complete contract is executed and signed by both parties.
 - 2.1.2. Proof of temporary or permanent vehicle registration for the vehicle listed in the application.
- 2.2. The Applicant's name and address must match what it is on the purchase contract and vehicle registration.
- 2.3. The documents must be complete and legible. Peninsula Clean Energy may require, at its discretion, additional documentation to verify required information.
- 2.4. For tips and guidance, please view [sample supporting documents](#).

3. Applicant Requirements

- 3.1. Rebates are only available to San Mateo County residents. The address in the application must be a San Mateo County address. The same name and address listed in the application must be listed in the purchase contract and vehicle registration.
- 3.2. Limited to one rebate per individual, two rebates per electric account.
- 3.3. Past Peninsula Clean Energy EV rebate recipients are not eligible to receive another rebate.
- 3.4. Rebates are for first time EV drivers. Residents who own(ed) or lease(d) an EV in the past are not eligible. Peninsula Clean Energy reserves the right to deny applications on this basis.



4. Vehicle Requirements

- 4.1. Vehicle must be a purchase. Leases are not eligible.
- 4.2. Vehicles must be highway capable, four-wheeled passenger vehicles.
- 4.3. Vehicle must be new and have an odometer reading less than 7,500 at the time of purchase, as stated in the purchase contract.
- 4.4. To be eligible, plug-in hybrid electric vehicles must have a minimum electric range of 25 miles.
- 4.5. The vehicle cash price as stated in line 1-A of the purchase contract must not exceed \$45,000. View [sample supporting documents](#) for guidance on this.

5. Rebate Process

- 5.1. Submit the online application and supporting documentation.
- 5.2. Applications will be reviewed within 7 business days. Peninsula Clean Energy will notify the Applicant if the application is approved, denied, or incomplete via email. If the application is incomplete, Applicant will be asked to submit the requested document(s) within 7 business days of the time of notification. If it is not received by then, Applicant's rebate funds will be released, and Applicant will have to submit a new application. If the application is denied, a reason for denial will be provided.
- 5.3. After the application is approved, the Applicant will be notified when the check is mailed out. It will take approximately 10-15 days to receive the check from this time.

6. Peninsula Clean Energy General Terms & Conditions

- 6.1. CONFIDENTIALITY. Peninsula Clean Energy is committed to the confidentiality of Applicant's personal information. Peninsula Clean Energy shall not sell or otherwise distribute Applicant's name or identifying information without Applicant's written approval. Peninsula Clean Energy, may, however, communicate with the Applicant about applicable Peninsula Clean Energy programs and discounts.
- 6.2. NO WARRANTY. PENINSULA CLEAN ENERGY MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF



ANY VEHICLE PURCHASED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

6.3. INDEMNIFICATION; LIMITATION OF LIABILITY. APPLICANT AGREES TO INDEMNIFY PENINSULA CLEAN ENERGY AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY VEHICLES PURCHASED AS A RESULT OF THE PROGRAM. PENINSULA CLEAN ENERGY SHALL NOT BE LIABLE TO APPLICANT FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

6.4. MISCELLANEOUS. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Applicant is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Applicant shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of Peninsula Clean Energy. Peninsula Clean Energy may assign its rights and delegate its duties under this Agreement to any third party at any time without Applicant's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 6.1-6.4 shall survive the term of this Agreement.