



Used EV Rebate Program: Terms & Conditions

Peninsula Clean Energy’s mission is to reduce greenhouse gas emissions and reinvest in its member communities, which includes all of San Mateo County and starting April 2022, the city of Los Banos. Peninsula Clean Energy’s Used Electric Vehicle (EV) Rebate Program aims to make it easier for member communities’ residents to purchase an EV as a clean transportation option.

This Agreement is entered into between the Peninsula Clean Energy Used EV Rebate Program Applicant (hereinafter Applicant) and Peninsula Clean Energy Authority pursuant to the following terms governing the Peninsula Clean Energy Used EV Rebate Program.

1. Program General Terms & Conditions

- 1.1. All Applicants must apply for the Peninsula Clean Energy’s Used EV Rebate Program and have their application approved by Peninsula Clean Energy prior to purchasing a used electric vehicle (EV).
- 1.2. Upon application approval, Applicants have two options for redeeming the rebate: (1) at a program-participating dealership for an instant rebate at the time of purchase, or (2) at a non-participating dealership or online retailer for post-purchase mailed rebate (see Section 5 for more details).
- 1.3. Rebates are available on a first-come, first-served basis based on the application submittal date while funds last.
- 1.4. Rebates are only to be used by the Applicant and cannot be transferred.
- 1.5. To be considered complete, the application must be submitted online at the Peninsula Clean Energy website with all required information, including applicant name, home address, contact information, and supporting documentation.
- 1.6. The rebate amounts are as described below:

Rebate/Applicant Type	Battery electric vehicle (BEV)	Plug-in hybrid electric vehicle (PHEV)
<ul style="list-style-type: none">• Base rebate• No income eligibility requirements	\$1,000	\$700
<ul style="list-style-type: none">• Increased rebate, income-qualified	\$2,000	\$1,700



<ul style="list-style-type: none"> • Combined with another EV rebate program* 		
<ul style="list-style-type: none"> • Increased rebate, income-qualified • <u>Not</u> combined with another EV rebate program* 	\$4,000	\$3,700

*Programs that Peninsula Clean Energy’s rebate can be combined with are: Clean Cars for All Program, Driving Clean Assistance Program, and Clean Vehicle Assistance Program.

2. Applicant Eligibility

- 2.1. Rebates are only available to residents of Peninsula Clean Energy member communities (includes all of San Mateo County and starting April 2022, the city of Los Banos). The Applicant’s permanent home address must be an address in a member community. Proof of residency (e.g. PG&E or other utility bill, driver’s license, etc.) is required.
- 2.2. Limited to one rebate per individual and one rebate per household, as defined by the Applicant name and home address listed in the application.
- 2.3. Base rebates are available to all residents of Peninsula Clean Energy member communities. Increased rebates are only available to income-qualifying residents, defined as less than 400% of the Federal Poverty Level (FPL). The FPL is determined by the number of eligible dependents in a household. Please refer to the table below for the 2021 income eligibility. The income eligibility will change from year to year and updated income eligibility cut-offs can be found at the Peninsula Clean Energy website at PenCleanEnergy.com/UsedEV. Proof of income eligibility (see Section 2.4) is required for the increased rebate.

Household Size	Maximum Household Annual Income
1	\$51,520
2	\$69,680
3	\$87,840
4	\$106,000
5	\$124,160
6	\$142,320
7	\$160,480



2.4. Applicants for the increased rebate will be required to provide proof of income eligibility. Peninsula Clean Energy accepts any of the three pathways below as proof of income eligibility:

2.4.1. Proof of application approval from any of the following EV incentive programs:

- 2.4.1.1. Clean Cars for All Program
- 2.4.1.2. Clean Vehicle Assistance Program
- 2.4.1.3. Driving Clean Assistance Program

2.4.2. Proof of enrollment in any of following programs within the last 12 months from the application submittal date:

- 2.4.2.1. Clipper START
- 2.4.2.2. Residency in Affordable Housing, Public Housing, or Housing Choice Vouchers (Section 8)
- 2.4.2.3. Bureau of Indian Affairs General Assistance Head Start Income Eligible (Tribal Only)
- 2.4.2.4. CalFresh/SNAP (Food Stamps)
- 2.4.2.5. Women, Infants, and Children (WIC)
- 2.4.2.6. CalWORKs (TANF) or Tribal TANF
- 2.4.2.7. Supplemental Security Income (SSI)
- 2.4.2.8. Free or Reduced National School Lunch Program (NSLP)
- 2.4.2.9. Low Income Home Energy Assistance Program (LIHEAP)

2.4.3. Copy of income documents:

- 2.4.3.1. As the default, copy of Applicant's last year's federal tax return (Form 1040)
- 2.4.3.2. If Applicant did not file taxes, last three months of paystubs if employed
- 2.4.3.3. If Applicant did not file taxes or is not employed, Peninsula Clean Energy will at its discretion determine what income-related documents it may accept from the Applicant

3. Vehicle Eligibility

3.1. Vehicle must be a used plug-in hybrid electric vehicle or battery electric vehicle as indicated in the Sale's Contract.

3.2. Vehicle must be a purchase. Leases are not eligible.

3.3. Vehicle must be a highway capable, four-wheeled passenger vehicle. Motorcycles are not eligible.

3.4. Plug-in hybrid electric vehicles must have a minimum EPA rated electric range of 25 miles. See [eligible vehicles guide](#) for makes and models that meet this criterion.



- 3.5. Vehicle must be 8 model years old or newer (e.g., for 2021 = 2014 or newer)
- 3.6. Vehicle cannot have a sale price above \$25,000 (excludes taxes, fees, warranties, or incentives; as stated in Line 1-A “Cash Price of Motor Vehicle and Accessories” in Sale’s Contract)
- 3.7. Vehicle must be purchased within 60 days of the application approval date as stated on the Rebate Approval Letter received by the Applicant.

4. Application Process

- 4.1. Applicants must submit a program application prior to purchasing a vehicle. Application must contain accompanying proof of residency in a Peninsula Clean Energy member community, and, if applying for the increased rebate, proof of income eligibility as described in Section 2.3.
- 4.2. Applications will be reviewed by Peninsula Clean Energy within seven (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, the Applicant will be asked to amend and/or supplement the application within seven (7) business days of the time of notification. If an updated application is not received by the close of the seven (7) days’ time period, Applicant’s rebate funds will not be approved without the requested documentation and Applicant will be required to submit a new application. If the application is denied, a reason for the denial will be provided.
- 4.3. Once approved, Applicant will receive a Rebate Approval Letter via email. Applicant must purchase a vehicle through one of the two options outlined in Section 5.1 within sixty (60) days from the date that the letter is issued. Vehicles must be purchased at a dealership or online retailer. Private party (i.e. person-to-person) sales are not eligible for the rebate. The letter will state the rebate amount per vehicle type the Applicant is approved for. Only one vehicle shall be purchased with the approved rebate.

5. Rebate Redemption Process

- 5.1. Once approved, Applicants will have two options for redeeming the rebate within the sixty (60) day timeframe:
 - 5.1.1. Option 1: Purchase the vehicle at a participating dealership for an instant rebate at the time of purchase. Applicant is not required to disclose program approval to the dealership until an agreed-upon price has been determined and the Applicant is ready to complete the purchase. Applicants are encouraged to negotiate the vehicle price with the dealership. Once Applicant is ready to complete the purchase, Applicant shall present the Rebate Approval Letter to the participating dealership. Participating dealership will verify the validity of the letter through a Peninsula Clean Energy online portal. Once verified, the dealership will apply the Applicant’s approved rebate amount as a down payment, which will be itemized in the Applicant’s Sale’s Contract. Applicant is not required to complete any further steps after this. Participating dealership will submit copy of the Applicant’s



Sale's Contract to Peninsula Clean Energy and Peninsula Clean Energy will verify sale and reimburse the dealership for to the rebate amount provided to the Applicant.

- 5.1.2. Option 2: Purchase the vehicle at a non-participating dealership or online retailer for a post-purchase mailed rebate. Applicant must inform Peninsula Clean Energy of their intent to purchase their EV from a non-participating retailer via email to PCE-UsedEV@gridalternatives.com, as outlined in the Rebate Approval Letter. After purchasing an eligible vehicle, Applicant must complete the post-purchase form provided by Peninsula Clean Energy and submit a complete copy of the Sale's Contract within three (3) business days from the time of purchase. Peninsula Clean Energy will verify that the vehicle purchased meets the eligibility requirements and notify Applicant if the final review is approved, denied, or incomplete within seven (7) business days. Once approved, Peninsula Clean Energy will remit payment in the form of a check to the mailing address listed on the Applicant's application. If the post-purchase form is incomplete, the Applicant will be asked to complete it within seven (7) business days of the time of notification. If the requested information is not received by the close of the seven-day time period, Applicant's rebate funds will not be approved without the requested information and Applicant will not be allowed to re-apply. If the final review is denied, a reason for the denial will be provided.
- 5.1.3. Applicant is responsible for verifying an eligible vehicle is purchased as defined in Section 3. Vehicles not meeting the eligibility criteria will not receive the rebate. See [eligible vehicles guide](#) for guidance on this.
- 5.1.4. Vehicles must be purchased at a dealership or online retailer. Private party (i.e. person-to-person) sales are not eligible for the rebate.

6. Peninsula Clean Energy General Terms & Conditions

- 6.1. CONFIDENTIALITY. Peninsula Clean Energy and its subcontractors are 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, use Applicant's contact information to communicate with the Applicant about applicable Peninsula Clean Energy programs and discounts.
- 6.2. NO WARRANTY. PENINSULA CLEAN ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, AND ASSUMES NO LIABILITY WITH RESPECT TO THE QUALITY, SAFETY, PERFORMANCE, OR ANY OTHER ASPECT OF A USED ELECTRIC VEHICLE PURCHASED WITH AN AWARD LETTER PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIMS 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 San Mateo County by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction.

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.