



E-Bikes for Everyone Program Terms & Conditions

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions and reinvest in the San Mateo County community. The E-Bikes for Everyone Program aims to make it easier for income qualifying San Mateo County and City of Los Banos residents to purchase an electric bicycle as a clean transportation option.

This Agreement is entered into between the E-Bikes for Everyone Program Applicant (hereinafter "Applicant") and Peninsula Clean Energy Authority pursuant to the following terms governing the E-Bikes for Everyone Program:

1. Program General Terms & Conditions

- 1.1. All Applicants must apply for the E-bikes for Everyone Program incentive and have their application approved by Peninsula Clean Energy Authority prior to purchasing an E-bike.
- 1.2. Upon approval, Applicants can redeem the incentive at the time of purchase at a qualifying e-bike as a point-of-sale discount at participating bike shops listed on the Peninsula Clean Energy website. If an Applicant wishes to purchase a bike at a non-participating bike shop, they may do so upon request and subject to the terms and conditions further outlined in section 5 below.
- 1.3. Incentives are available on a lottery basis, while funds last.
- 1.4. Incentives are only to be used by the Applicant and cannot be transferred.
- 1.5. E-bikes purchased by the Applicant in this Program must be kept by original Applicant for a minimum of six months following the purchase date of their e-bike and not transfer or resell their e-bike during this time unless extraordinary circumstances provide a reasonable need for selling or transferring the e-bike. Peninsula Clean Energy reserves the right to audit customers receiving an incentive during this six-month period and recover the incentive if the customer has sold or transferred the e-bike.
- 1.6. 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 etc.
- 1.7. The amount of the incentive will not exceed 80% of the total purchase price of an E-bike (including sales tax) or \$1,000, whichever is less.



1.8. All program rebates shall be awarded at the discretion of PCE.

2. Applicant Requirements

2.1. Incentives are only available to San Mateo County and City of Los Banos residents. The Applicant's permanent home address must be a San Mateo County address. Proof of residency (e.g., PG&E or other utility bill, driver's license, etc.) is required.

2.2. Limited to one incentive per individual and one incentive per household, as defined by the Applicant name and home address listed in the application.

2.3. Incentives are only available to income-qualifying residents, defined as less than 400% of the Federal Poverty Level (FPL). Income verification or proof of current enrollment in a qualifying program (see section 2.4) are required. The FPL is determined by the number of eligible dependents in a household. Please refer to the table below for the 2020 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 <https://www.peninsulacleanenergy.com/ebikes>.

Number of People in Household*	Maximum Annual Income **
1	\$54,360
2	\$73,240
3	\$92,120
4	\$111,000
5	\$129,880
6	\$148,760
7	\$167,640
8	\$186,520

* Count only yourself plus any spouse and/or dependents you have.
** Adjusted gross income for your household. Calculations based on 400% of the Federal Poverty Level (2022).

2.4. Applicants enrolled in the programs listed below during the E-Bikes for Everyone Program period may use verified proof of enrollment in any of those programs as a substitute for the application's proof of income requirement. Please note that



the programs listed below have varying eligibility requirements. Applicants who are ineligible for the programs listed below may still be eligible for the E-Bikes for Everyone Program. Applicants not currently enrolled in any of the programs listed below will be required to submit proof of income.

- Clipper START
- Residency in Affordable Housing, Public Housing, or Housing Choice Vouchers (Section 8)
- California Alternate Rates for Energy Program (CARE) or Family Electrical Rate Assistance Program (FERA)
- Bureau of Indian Affairs General Assistance Head Start Income Eligible (Tribal Only)
- CalFresh/SNAP (Food Stamps)
- Women, Infants, and Children (WIC)
- CalWORKs (TANF) or Tribal TANF
- Supplemental Security Income (SSI)
- Free or Reduced National School Lunch Program (NSLP)
- Low Income Home Energy Assistance Program (LIHEAP)

3. Qualifying E-bike Requirements

- 3.1. A qualifying E-bike covered by this Program must be a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, as defined in [Section 312.5](#) of the California Vehicle Code. All classes (Class 1, Class 2, and Class 3) are eligible.
- 3.2. E-bikes must be new.
- 3.3. E-bike conversion kits, scooters, and mopeds are not eligible. Accessories, bike locks, helmets, etc. are not eligible.
- 3.4. The purchase price (excluding sales tax) of the E-bike must be less than \$3,000, before any incentives are applied.
- 3.5. Assembly fees, if available, can be included in the total purchase price of the E-bike.

4. Voucher Process

- 4.1. Applicants must submit an application on the Peninsula Clean Energy website with accompanying proof of income or proof of participation in a program listed in Section 2.4.
- 4.2. Applications will be reviewed and qualified by Peninsula Clean Energy within seven (7) business days. Peninsula Clean Energy or designee 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) day time period, Applicant's incentive 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. Qualified applications will be awarded on a lottery basis. Applications received after the initial lottery drawings will be placed on a waiting list, subject to availability, and awarded randomly as additional incentives become available.
- 4.4. Once approved in the lottery process outlined in 4.3, Peninsula Clean Energy will provide a digital voucher, which can be redeemed at a participating bike shop up to thirty (30) days from the date that the voucher is issued. The voucher will hold a value of up to 80% of the purchase price of an e-bike or \$1,000, whichever is less. Participating bike shops will redeem this voucher as a point-of-sale discount off the purchase price of a qualifying E-bike (see Section 3). Applicants purchasing e-bikes from non-participating bike shops must submit additional purchase verification to receive the incentive (see Section 3). Applicants are responsible for the remainder of the purchase price. An up-to-date list of participating bike shops will also be provided to the Applicant along with the voucher.
- 4.5. The maximum value of the voucher (\$1,000) will be guaranteed by Peninsula Clean Energy for thirty (30) days from the date of issuance to the Applicant. Vouchers not redeemed within thirty (30) days will be voided and Applicant will need to reapply in order to participate in the Program, any subsequent awarding of funds is subject to the availability of funding at the time of the application.

5. Post-Purchase Incentive Process

- 5.1. Applicant must submit an application as outlined in the above Section 4 "Voucher Process."
- 5.2. Upon approval by Peninsula Clean Energy, Applicant must inform Peninsula Clean Energy of their intent to purchase an e-bike from a non-participating bike shop via email to programs@peninsulacleanenergy.com, as outlined post-approval email. Purchases at non-participating bike shops necessitate a post-purchase incentive.



- 5.3. Purchase a qualifying E-bike (see Section 3). Applicant is responsible for purchasing a qualifying E-bike. Non-qualified E-bike purchases will not receive the incentive.
- 5.4. E-bike may be purchased online or in-person at any bike shop or store. Personal sales are not allowed.
- 5.5. After purchasing a qualifying E-bike, complete the application on the Peninsula Clean Energy website, through the unique link provided by Peninsula Clean Energy, with a copy of the E-bike receipt, proof of shipment, proof that the bike has been received, and other details, as requested. The receipt must show the bike shop or store name, purchase date, E-bike name, and E-bike price.
- 5.6. Post-Purchase Incentive applicants must be submitted within thirty (30) days of the purchase date. Please keep in mind that incentives are granted on a first-come, first-served basis based on the application submittal date. Peninsula Clean Energy makes no guarantees regarding the availability of incentive funds and reserves the right to make all incentive award decisions.
- 5.7. Applications will be reviewed within ten (10) business days. Peninsula Clean Energy or designee 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 complete the application within ten (10) business days of the time of notification. If an updated application is not received by the close of the ten-day time period, Applicant's incentive funds will not be approved without the requested documentation and Applicant will be required to submit a new application.
- 5.8. Once approved, Peninsula Clean Energy will remit payment in the form of a check to the address listed on the application.

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 AN E-BIKE PURCHASED WITH A VOUCHER AWARDED 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 RENTED PRIOR TO THE SUBMISSION OF AN APPLICATION FOR THE GRANT 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.

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.