



Used EV Rebate Program: Terms & Conditions

Peninsula Clean Energy is not for profit, locally led, electricity provider for San Mateo County and Los Banos, whose mission is to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions. 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 (hereafter "Applicant") and Peninsula Clean Energy Authority pursuant to the following terms governing the Peninsula Clean Energy Used EV Rebate Program (hereafter "Program").

1. Program General Terms & Conditions

- 1.1. All Applicants applying for the Program in the Peninsula Clean Energy's Used EV Rebate Program must meet all program requirements established in these Terms and Conditions at the time of their application for the Program. Applicants are required to provide documentary evidence of eligibility to Peninsula Clean Energy, upon request, and may be denied a rebate or required to return the rebate if eligibility is not demonstrated subject to and consistent with these Terms and Conditions. Determination of Applicant's compliance with the terms of the Program is at the sole discretion of Peninsula Clean Energy Authority.
- 1.2. Applicants have two options for accessing the Program rebate: (1) at a Program-participating dealership for an instant rebate at the time of purchase ("Point of Sale Rebate"), or (2) at a non-participating dealership or online retailer for a post-purchase mailed rebate ("Post-Purchase Rebate"). Rebates are available on a first-come, first-served basis based on the application submittal date while funds last.
- 1.3. Rebates are only to be applied for and issued to the Applicant and cannot be transferred.
- 1.4. To be considered complete, the Program 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.
- 1.5. The value of the Peninsula Clean Energy Used EV Rebate is up to \$2,000, not to exceed the total cost of the EV.



2. Applicant Eligibility

- 2.1. Rebates are only available to residents of Peninsula Clean Energy member communities (includes all of San Mateo County and the City of Los Banos, “Member Community”). The Applicant’s permanent home address must be an address in a Member Community. Proof of residency (e.g. Driver’s license, etc.) is required.
- 2.2. Limited to one (1) rebate per individual and one rebate per household every three (3) calendar years. An “individual” or “household” is defined, respectively, pursuant to the Applicant’s name and home address as listed in the application.
- 2.3. Rebates are only available to income-qualifying residents, defined in the table below, or if they can prove they are enrolled in any of the programs listed in Section 2.4.1 or Section 2.4.2. The income eligibility may change at any time 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 not required for the rebate, but rebate recipients are subject to audits and possible rebate denial or repayment.

Household Size	Maximum Household Annual Income
Married filing jointly or a surviving spouse	\$150,000
Head of households	\$115,000
All other filers	\$75,000

- 2.4. Applicant cannot be claimed as a dependent on another taxpayer’s tax return for the tax year of purchase.
- 2.5. Peninsula Clean Energy accepts any of the three pathways below as proof of income eligibility.
 - A. Proof of application approval from any of the following EV incentive programs:
 - (a) Clean Cars for All Program
 - (b) Clean Vehicle Assistance Program
 - (c) Driving Clean Assistance Program
 - (d) Drive Clean San Joaquin Replace Program
 - B. Proof of enrollment in any of following programs within 12 months of the Program application submission:
 - a) Clipper START
 - b) Residency in Affordable Housing, Public Housing, or Housing Choice Vouchers (Section 8)
 - c) Bureau of Indian Affairs General Assistance Head Start Income Eligible (Tribal Only)



- d) CalFresh/SNAP (Food Stamps)
- e) Women, Infants, and Children (WIC)
- f) CalWORKs (TANF) or Tribal TANF
- g) Supplemental Security Income (SSI)
- h) Free or Reduced National School Lunch Program (NSLP)
- i) Low Income Home Energy Assistance Program (LIHEAP)

C. Copy of income documents:

- a) As the default, copy of Applicant's last year's federal tax return (Form 1040). The address in this document must be in one of Peninsula Clean Energy's member communities (includes all of San Mateo County and the City of Los Banos).
- b) If Applicant did not file taxes, last three months of paystubs if employed
- c) 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

- a) Vehicle must be a used plug-in hybrid electric vehicle or battery electric vehicle as indicated in the Sale's Contract.
- b) Vehicle must be a highway capable, four-wheeled passenger vehicle. Motorcycles are not eligible.
- c) Vehicle must be two (2) model years old or older from the year of purchase (e.g., a car purchased in 2023 must be a 2021 model year or older to be eligible).
- d) The Applicant cannot be the same as the vehicle's previous owner, as shown on the vehicle title.
- e) Vehicles purchased must be for personal use only, not for resale.
- f) Applications must be submitted within ninety (90) days of the purchase, unless an extension is granted by Peninsula Clean Energy.

4. Rebate Redemption Process

4.1. Applicants will have two options for submitting an application:

- A. Option 1 ("Point of Sale"): Purchase the vehicle at a participating dealership for an instant rebate at the time of purchase.
 - a) 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.



- b) Once Applicant is ready to complete the purchase, Applicant shall notify the participating dealership that they would like to apply for the Peninsula Clean Energy rebate and fill out the Vehicle Buyer Agreement, including proof of residency (e.g. a Driver's License), provided by the participating dealership.
 - c) Participating dealership will submit an application online. The dealership will apply the Applicant's rebate amount as a down payment, which will be itemized in the Applicant's Sale's Contract.
 - d) Applicant is not required to complete any further steps after this point, unless and until they are selected for an audit.
 - e) 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 the rebate amount provided to the Applicant.
- B. Option 2 ("Post Purchase Rebate"): In the event that Applicant purchases the vehicle at a non-participating dealership or online retailer for a post-purchase mailed rebate, Applicant must:
- a) complete the post-purchase form which can be accessed on Peninsula Clean Energy's website. Applicant must submit a complete copy of the Sale's Contract within three (3) business days from the date of purchase.
 - b) Peninsula Clean Energy will notify the Applicant if the application is approved, denied, or incomplete via email within seven (7) business days of submission.
 - c) Once approved, Peninsula Clean Energy will remit the Program rebate in the form of a check to the mailing address listed on the Applicant's application.
 - d) If the post-purchase form is incomplete, the Applicant will be asked to amend and/or complete it within seven (7) business days of the date of notification. If the requested information is not received within the seven (7) 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 application is denied, Peninsula Clean Energy will contact the customer with next steps.
- C. Vehicles must be purchased at a dealership or online retailer. Private party (i.e. person-to-person) sales are not eligible for the rebate.

5. Post Purchase Rebate (Option 2) Application Process

- 5.1. Applicants must submit a program application after purchasing a vehicle, if purchasing from a non-participating dealership. Application must contain accompanying proof of residency in a Peninsula Clean Energy member community.



5.2. Applications will be reviewed by Peninsula Clean Energy within five (5) to ten (10) 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, Peninsula Clean Energy will contact the applicant to discuss next steps.

5.3. Applicant must submit an application within ninety (90) days of vehicle purchase. Vehicles must be purchased at a dealership or online retailer. Private party (i.e. person-to-person) sales are not eligible for the rebate. Only one vehicle shall be purchased with the approved rebate.

6. Rebate Repayment or Denial

6.1. All applications are subject to audit and will be required to submit proof of eligibility.

6.2. Customer/Applicant understands and acknowledges that in order to receive the benefit of the Peninsula Clean Energy Used EV Rebate, they may be selected for an audit. In the event that Customer does not provide documentation of their compliance with income eligibility requirements upon request, Customer may need to refund PCE for the full value of the Rebate if a Point of Sale rebate option was used or is subject to denial if a Post-Purchase Rebate option is used. Customer is solely responsible for repayment to PCE of Rebate funds for which Customer did not qualify on the date of execution of the Agreement. PCE reserves the right to demand a refund payment from Customer, and, if the refund payment is not received by PCE within thirty (30) calendar days of PCE's notification of Customer, PCE may recall the Rebate payment using a method of its election, including but not limited to, issuance of a charge for the full amount of the Rebate on the Customer's utility bill and/or submission of the debt to a collections agency.

7. Peninsula Clean Energy General Terms & Conditions

7.1. 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.

7.2. 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.

7.3. 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.

7.4. MISCELLANEOUS.

- A. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules.
- B. 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.
- C. 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.