



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 prior to purchasing or leasing an E-bike.
- 1.2. Upon approval, Applicants can either redeem the incentive as a point-of-sale discount when purchasing an e-bike at one of the participating bike shops listed on the Peninsula Clean Energy website or Applicants may choose to lease an e-bike with a PCE-approved lease provider at a discounted rate.
- 1.3. Only one incentive is available per approved Applicant. Applicants can choose between the purchase or lease option, but not both.
- 1.4. Incentives are available on a first-come, first-serve basis, while funds last.
- 1.5. Incentives are only to be used by the Applicant and cannot be transferred.
- 1.6. 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. E-bikes that are leased by the Applicant in this Program can be returned subject to the terms of their lease agreement.
- 1.7. 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.



- 1.8. The amount of the incentive will not exceed \$1,000 per Applicant or the total purchase price of an E-bike (including sales tax), whichever is less. For Applicants choosing the lease option, the amount of the incentive will be applied to the lease rate, in an amount not to exceed \$1,000 over a 12-month period.
- 1.9. 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 in San Mateo County or the City of Los Banos. 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 2024 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	\$60,240
2	\$81,760
3	\$103,280
4	\$124,800
5	\$146,320
6	\$167,840
7	\$189,360
8	\$210,880

* 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 (2024).

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 in new condition.
- 3.3. E-bike conversion kits, scooters, and mopeds are not eligible. Accessories, bike locks, helmets, etc. are not eligible.
- 3.4. Assembly fees, if available, can be included in the total purchase price of the E-bike.

4. Voucher Application and Purchase 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 first-come, first-serve basis. Applications received after the rebates have been allotted will be placed on a waiting list, subject to availability, and awarded on a first-come, first-serve basis as additional incentives become available.
- 4.4. Once approved in the process outlined in 4.3, Peninsula Clean Energy will provide a digital voucher, which can be redeemed at a participating bike shop up to forty-two (42) days, which is six (6) weeks, from the date that the voucher is issued. The voucher will hold a value of up to 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 also have the option of leasing an e-bike at a discounted rate with a PCE-approved lease provider (See Section 5).

4.5. The maximum value of the voucher (\$1,000) will be guaranteed by Peninsula Clean Energy for forty-two (42) days from the date of issuance to the Applicant. Vouchers not redeemed within forty-two (42) 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. E-bike Lease Option

5.1. Applicant must submit an application and receive approval from PCE as outlined in the above Section 4 “Voucher Process.”

5.2. Once approved by PCE, Applicants may choose to initiate a lease with the PCE-approved lease provider. The PCE-approved lease provider website will be linked to on the PCE website and in email communications to the Applicant, upon approval.

5.3. Applicants may only utilize a PCE-approved lease provider to receive their incentive as a discounted lease.

5.4. The discounted lease period is for up to twelve (12) months, upon which Applicants have the option to return the e-bike, continue leasing at non-discounted rate, or purchase the e-bike. Post-lease purchases are not eligible for an additional PCE incentive.

5.5. Leases are subject to PCE-approved lease provider’s terms and conditions.

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.