

Incentives Voucher Request and Terms and Conditions Form Purchaser/Lessee Terms and Conditions

Purchaser/Lessee:

As a condition for participating in the State of California, Air Resources Board (CARB) Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) and Low NOx Engine Incentives administered through HVIP Implementation Manual, the purchaser/lessee must comply with the requirements below:

1. I have read, understand and agree to all provisions within HVIP Implementation Manual;
2. I agree to register the vehicle in California with the Department of Motor Vehicles (DMV). Military and U.S. Postal Service vehicles are not subject to this requirement;
3. I agree to allow CARB, Grantee, or their designee to verify the vehicle registration with the DMV;
4. I agree to maintain vehicle insurance as required by law;
5. I agree to never modify the vehicle's emission control system, engine, or engine software calibrations;
6. I agree to ensure plug-in vehicles purchased with an HVIP voucher, including plug-in hybrid vehicles, plug-in electric vehicles, and work vehicles with zero emission power take-off, will be plugged in regularly as recommended by the vehicle manufacturer to ensure battery durability, efficiency, and reliability;
7. I agree to provide access to necessary charging equipment at the domicile location, or a copy of their company's charging policy showing plug-in access;
8. I understand that I must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations, including but not limited to the CARB Truck and Bus Regulation; furthermore I understand that CARB reserves the right to check compliance at any time;
9. I agree to own/lease and operate this vehicle 100 percent in California for a minimum of three years from the date of purchase/lease unless: 1) the vehicle is an emergency response vehicle which may be deployed out of state, 2) the vehicle address identified in this form is in a county which borders Arizona, Nevada, Oregon or Mexico, or 3) the vehicle is a long-haul Class 8 truck conducting business outside of California. In the first two cases only, the vehicle may operate outside of California for up to 25 percent of its mileage. For the third case, the vehicle may operate outside of California for up to 50 percent. A written request to do so is included with this voucher request form and must be approved by CARB, Grantee, or their designee prior to utilizing the vehicles outside of California. Military vehicles are not subject to this requirement;
10. I agree to retain ownership/lease of the vehicle for at least three years from the date of purchase/lease, unless given explicit prior written approval to sell the vehicle from CARB;
11. I agree to keep written records of the vehicle or low NOx engine purchase/lease for three years after the purchase/lease date and provide CARB or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, DMV records, vehicle payment information and related bank records, and purchaser/lessee fleet information;

12. For low NOx engines, I agree to have a renewable fuel contract using 100% renewable California-produced fuel for 3 years or more, providing fuel for new vehicles equipped with low NOx engines or existing vehicles repowered with low NOx engines. The 3 year renewable fuel contract will cover the vehicle for 3 years once the vehicle is placed into service or the repowered vehicle is placed back into service. The fuel contract will be reviewed by HVIP Grantee to verify that the above information is included in the contract. I agree to complete and submit the annual questionnaire to the Grantee. If business practices or policies preclude me from having an RNG fueling contract, I will fuel this vehicle at public or private fueling locations exclusively with RNG for at least three years;
13. I agree that the purchased/leased vehicle and emission reductions it generates shall not be used as emission reductions to comply with an enforcement obligation of any person or entity other than CARB;
14. I agree to complete the annual usage survey and questionnaire for three years, as requested by CARB. Military vehicles are not subject to this requirement;
15. I agree that all information associated with this voucher request and voucher redemption, including business name and address, contact information, and sales transaction are public information and subject to release. Information may also be shared with geographically relevant utility provider(s) for the purposes of infrastructure planning and incentive coordination;
16. I agree to disclose all sources of public funding that apply to the purchase of any vehicles for which I request HVIP vouchers;
17. I agree to the Manufacturers Terms and Conditions for usage of the vehicle's telematics device. Additionally, I agree to allow the Manufacturer to have access to the vehicle location and on/off data so the Manufacturer can report to CARB Grantee, or their designee the vehicle operation telematics for each vehicle within disadvantaged communities and zip codes containing disadvantaged communities. Vehicles equipped with low NOx engines, and military vehicles are exempt from this requirement;
18. I agree to be available for a follow-up inspection by CARB, Grantee or their designee, if requested;
19. The information provided in this application is true and all supporting documentation is true and correct and meet the minimum requirements of HVIP;
20. I have the legal authority to apply for incentive funding for the purchasing entity described in this agreement;
21. I agree that failure to comply with the terms of this agreement may result in repayment to CARB of voucher funds received;
22. I understand that this HVIP voucher request is only valid for this specific vehicle or low NOx engine purchased/leased through this specific dealer/manufacturer, and that any voucher provided based on this voucher request will be null and void if the purchaser/lessee, dealer/manufacturer, or



vehicle identified herein change prior to voucher redemption or for noncompliance with applicable HVIP requirements;

23. I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.

Per #15: I am interested in being contacted regarding infrastructure planning resources: Yes No

Per #16: Additional Public Funding Sources for this Vehicle:

Funding Source	Funding Organization	Anticipated Funding Amount	Purpose of Funding	Date or Anticipated Date of Funding

Is the address above the vehicle domicile (deployed) location? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If No, please indicate domicile address:		
City:	State:	Zip Code:

By signing the HVIP Voucher Request and Terms and Conditions Form, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above.

I certify under penalty of perjury that the information provided is accurate.

Name of Purchaser Representative: _____

Signature of Representative: _____ Date: _____

City: _____ State: _____

