

HVIP Terms and Conditions Form
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), the purchaser/lessee must comply with the requirements below:

1. I have reviewed and verified all information in all sections of the voucher request, including the fleet definitions, DAC, and all other Purchaser Information on this request form, and including the Vehicle and Vehicle Vocation / Type selected for this voucher;
2. I certify compliance with state labor laws, and will remain in compliance with labor laws for at least three years after voucher redemption, and will retain direct control over the manner and means for performance of any individual using or driving the vehicle. I will attest annually at <https://www.cazevlaborlawcompliance.org/s/>.
3. I have read, understand and agree to all provisions in HVIP Implementation Manual;
4. I understand that I am prohibited from entering into an agreement with another party to operate the vehicle including, but not limited to, vehicle rentals, vehicle subscription services, vehicle sharing platforms, and fleet-as-a-service models
5. If this voucher includes the Drayage Early Adopter Incentive, I certify that my fleet activities meet the definition and requirements in this document.
6. 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;
7. I agree to allow CARB, Grantee, or their designee to verify the vehicle registration with the DMV;
8. I agree to maintain vehicle insurance as required by law;
9. I agree to never modify the vehicle's emission control system, engine, or engine software calibrations;
10. 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;
11. 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;
12. I understand that the fleet 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;
13. If I have claimed exemption from TRUCR regulation reporting, I acknowledge that I must submit a letter of explanation to voucherprocessing@tetrattech.com within 30 calendar days of the date the voucher was requested;
14. I agree to own/lease and operate this vehicle 100 percent in California for a minimum of three years from the date of voucher redemption 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 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. Military vehicles are not subject to this requirement;
15. I agree to retain ownership/lease of the vehicle for at least three years from the date of voucher redemption, unless given explicit prior written approval from CARB to sell or transfer the vehicle;
 16. I understand that I will receive automated emails from the HVIP Voucher Processing Center when the Dealer requests a voucher on my behalf; when the voucher has been redeemed by the Dealer; and in any instance wherein the voucher is cancelled for any reason. I will notify voucherprocessing@tetrattech.com if a different person should receive these messages instead;
 17. I agree to keep written records of the vehicle 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;
 18. 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;
 19. 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;
 20. 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;
 21. I understand that this information will also be shared with geographically relevant utility provider(s) for the purposes of infrastructure planning and incentive coordination, as well as with infrastructure providers if I am requesting infrastructure coordination through the EnergiIZE Commercial Vehicles project.
 22. I agree to disclose all sources of public funding that apply to the purchase of any vehicles for which I request HVIP vouchers;
 23. 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 HVIP-funded vehicle within disadvantaged communities. Vehicles equipped with Natural Gas Internal Combustion engines, and military vehicles are exempt from this requirement;
 24. I agree to be available for a follow-up inspection by CARB, Grantee or their designee, if requested;
 25. The information provided in this application is true and all supporting documentation is true and correct and meet the minimum requirements of HVIP;
 26. I have the legal authority to apply for incentive funding for the purchasing entity described in this agreement;
 27. I agree that failure to comply with the terms of this agreement may result in repayment to CARB of voucher funds received;
 28. I understand that this HVIP voucher request is only valid for this specific vehicle 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/manufacture, or vehicle identified herein change prior to voucher redemption or for noncompliance with applicable HVIP requirements;

- 29. I understand that after a voucher request is submitted, the lessee / end-user fleet / operator cannot be changed;
- 30. (Refuse vehicles with the 25% Refuse Modifier ONLY) I understand that the vehicle(s) affiliated with this voucher must have a loading arm (front, rear or side) for the collection of solid waste in order to receive the 25% Refuse incentive increase.
- 31. I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.
- 32. I have reviewed the fleet size information provided by the dealer on this request, and I attest that it accurately represents the size of my fleet of vehicles that are of GVWR greater than 8,500 lbs under common ownership or control and domiciled in California. I understand that CARB may require additional verification of fleet size, including site visits.

Per #22: Additional Public Funding Sources for this Vehicle:

(Note: Formula funding from the Federal Transit Administration does not need to be included; discretionary FTA funds do need to be included)

NOTE: Programs that can now be stacked with HVIP for small fleets include but are not limited to the Carl Moyer Memorial Air Quality Standards Attainment Program and the CARB Truck Loan Assistance Program. Fleets size 10 and smaller can combine state funding sources with HVIP, if the other program allows stacking, each incentive program is not paying for the same incremental cost, and the non-HVIP incentive program is not required to generate greenhouse gas emission reductions.

Transit buses operated by or on behalf of a city or county government; a transportation district / transit district; or a public agency, including paratransit and micro-transit services may stack State-funded incentives with HVIP *regardless of fleet size*. When stacking HVIP vouchers with other funding sources for public transit buses, HVIP funding may be combined with the provision that HVIP will only fund the remaining cost up to the maximum voucher amount after the other incentives have been applied at their maximum allowable amounts.

Funding Source (i.e, name of grant program)	Funding Organization	Anticipated Funding Amount	Date or Anticipated Date of Funding

By signing 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 Vehicle Purchaser/Lessee: _____

Signature of Vehicle Purchaser/Lessee: _____

Date: _____